

**TOWN OF RIDGEFIELD  
Office of the Town Engineer**

**RIDGEFIELD, CONNECTICUT**

***Energy Conservation & Building  
Maintenance***

---

***Facade Repair, Ridgefield High School  
700 North Salem Road, Ridgefield, Connecticut***

**May, 2016**

**DETAILED SPECIFICATIONS:  
BIDDING REQUIREMENTS  
PROJECT DESCRIPTION**



**RUDY MARCONI  
FIRST SELECTMAN**

**CHARLES R. FISHER, P.E., L.S.  
TOWN ENGINEER**

**Bid Number 2016-38**

# LEGAL NOTICE

## INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

**BID DUE DATE:** July 29, 2016  
**BID DUE TIME:** 11:00 AM  
**BID ITEM:** Energy Conservation & Building  
Maintenance, Facade Repairs, Ridgefield  
High School, 700 North Salem Road  
**BID NUMBER:** 2016-38

Terms and conditions as well as the description of items being bid are stated in the specifications. **Specifications may be obtained at the following address:**

**Town Of Ridgefield  
Jerry Gay  
400 Main Street  
Ridgefield, CT. 06877  
203 - 431 – 2720**

The return bid envelope must be marked and addressed to the following:

**TOWN OF RIDGEFIELD  
DIRECTOR OF PURCHASING  
BID NUMBER: 2016-38  
400 MAIN STREET  
RIDGEFIELD, CT. 06877**

Bids must be received no later than the date and time stated above at the Purchasing Director's office on the second floor. **For further information,** please call **Jerry Gay at (203) 431-2720 or E-Mail at [purchasing@ridgefieldct.org](mailto:purchasing@ridgefieldct.org)**

**Bid Documents available at [www.ridgefieldct.org](http://www.ridgefieldct.org) in the Purchasing section under Departments**

**Results may be viewed at [www.ridgefieldct.org](http://www.ridgefieldct.org) in the Purchasing Section under Departments after the bid opening.**



The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

### Location Plan, Ridgefield High School, 700 North Salem Road

5/11/2016 2:43:34 PM



1:2400  
1"=200'



# TOWN OF RIDGEFIELD CONNECTICUT

## BOARD OF SELECTMEN

### INSTRUCTIONS TO BIDDERS

1. Submit proposals in a sealed envelope plainly marked with bid number to identify this particular proposal.
2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
3. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
4. Bidders may be present at the opening of bids.
5. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
6. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits **will cause the bidder to be disqualified.**

**Please Note:** Certificates of Insurance, if required, MUST name the Town of Ridgefield as **Additional Insured**. Failure to do so will mean disqualification from the Bid. There will no exceptions.

7. **Permits:** It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation standard Specifications for Roads, Bridges and Incidental Construction, Town of Ridgefield Road Construction Standards, or as set forth in these specifications.

8. **Emergency Work:** The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
9. **Sales Tax:** In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
12. **Contractor's Qualification Statement:** The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
13. **Hold Harmless Agreement:** In order for the bid to be considered valid, the Contractor **must** sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
14. **Prevailing Wage Rates:** This project **is** subject to the State of Connecticut prevailing wage rates.
15. **SBE/MBE and Contract Compliance Requirements:** This project **is not** subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements.
16. **Bonds:** A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond must be in the form of a surety bond of a type satisfactory to the Town of Ridgefield. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the Office of the Town Engineer before commencing the work.
17. **Time of Completion:** All work must be completed within ninety (90) days of the notice to proceed.
18. **Facility Inspection:** Technical questions and requests for access to the site shall be directed to Brian Hubbard, Building Maintainer, at 203-994-0347 during normal business hours. General bidding questions may be directed to Jerry Gay, Purchasing Agent, at 203-431-2720.

19. **Bid Submissions:** The following items shall be submitted for a bid to be considered complete:

- (a) Insurance certificates
- (b) Hold Harmless Agreement
- (c) Contractor's Qualification Statement
- (d) Contractor's List of Subcontractors
- (e) Signed bid proposal
- (f) A copy of the Contractor's Home Improvement License
- (g) Project Schedule

**Supplemental Information for Bidders and General Contract Provisions****1. PREPARATION OF PROPOSALS**

Proposals must be made upon forms contained herein or as directed elsewhere. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, bid number, and 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 to: The Purchasing Agent, Town Hall, and 400 Main Street, Ridgefield, CT 06877.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

**2. SUBMISSION OF PROPOSALS**

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

**3. INCURRING COSTS**

The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

**4. FAMILIARITY WITH THE WORK**

Each bidder is considered to have examined the work to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

**5. CONSIDERATION OF PRIOR SERVICE**

Previous performance, quality of service and merchandise will be considered.

**6. ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS**

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Town of Ridgefield, Purchasing Agent, 400 Main Street, Ridgefield, Connecticut 06877, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Ridgefield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so

named or described if:

- a. It is at least equal in quality, durability, appearance, strength and design.
- b. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Ridgefield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Ridgefield or himself because of the unauthorized use of such articles.

#### **7. QUOTATION LIMITATION**

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or-equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

#### **8. ESTIMATE OF WORK**

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

#### **9. SAMPLES**

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Ridgefield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

#### **10. WITHDRAWAL OF BID**

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date. The successful agent/broker shall not withdraw, cancel or modify their proposal.

#### **11. POWER OF ATTORNEY**

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

**12. SUBCONTRACTORS**

Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form. The apparent low bidder shall file with the Town of Ridgefield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Ridgefield. Local subcontractors, material suppliers, and labor in the Town of Ridgefield should be considered and sought insofar, as is practical in the performance of this project.

**13. QUALIFICATION OF BIDDER**

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

**14. DISQUALIFICATION OF BIDDERS**

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

**15. DELIVERY**

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further

delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Ridgefield. Prices quoted must include delivery to the Town of Ridgefield as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

## **16. PAYMENT**

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery. Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Ridgefield  
Office of the Town Engineer  
66 Prospect Street  
Ridgefield, CT 06877

**IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.**

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Ridgefield for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment and at time of final payment prior to any

payment being made.

At the time of award the successful bidder shall be required to supply the Town of Ridgefield a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

**17. SALES TAX**

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

**18. CARE AND PROTECTION OF PROPERTY**

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

**19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES**

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

**20. AWARD**

The Town of Ridgefield reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

**Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"**

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Ridgefield reserves the right:

- a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- b. To reject any or all bids, or any part thereof.

- c. To waive any informality in the bids.
- d. To accept the bid that is in the best interest of the Town of Ridgefield. The Purchasing Agent's decision shall be final.

**21. INSURANCE**

Insurance requirements are detailed under the attached "Insurance Requirements."

**22. GUARANTEE**

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

**23. PERMITS**

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

**24. NONDISCRIMINATION IN EMPLOYMENT**

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

**25. MECHANICS LIEN WAIVERS**

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment, and/or at time of final payment, prior to any payment made.

Purchasing Department, Town of Ridgefield, 400 Main Street, Ridgefield, CT.  
06877  
203-431-2720 & purchasing@ridgefieldct.org

---

## **APPENDIX - INSURANCE REQUIREMENTS**

Each bidder shall carry and maintain the following insurance coverage during the period of the contract : The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
  - Bodily Injury Liability and Property Damage Liability:  
**\$1,000,000 each occurrence.**
  - **The Town shall be named as an Additional Insured**  
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**
2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
  - Worker's Compensation and Employer Liability:  
Statutory Limits
3. **Comprehensive Auto Liability Insurance:**
  - **Bodily Injury Insurance and Property Damage Insurance** covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10 ) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

### CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

### CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due...

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15 DEFINITIONS**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

**HOLD HARMLESS AGREEMENT**

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

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 the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the \_\_\_\_\_ day of \_\_\_\_\_

Signed, Sealed and Delivered in the  
Presence of:

Signed:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

**CONTRACTOR'S QUALIFICATION STATEMENT**

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client: \_\_\_\_\_

Project Address: \_\_\_\_\_

Approximate Value: \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

2. Client: \_\_\_\_\_

Project Address: \_\_\_\_\_

Approximate Value: \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

3. Client: \_\_\_\_\_

Project Address: \_\_\_\_\_

Approximate Value: \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

4. Client: \_\_\_\_\_

Project Address: \_\_\_\_\_

Approximate Value: \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

Company: \_\_\_\_\_ Bid Title: \_\_\_\_\_

Street: \_\_\_\_\_ Bid No.: \_\_\_\_\_

City, State: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**CONTRACTOR’S LIST OF SUBCONTRACTORS**

List below the subcontractors intended to be utilized for this project. This page must be completed and submitted with the bid.

1. Firm: \_\_\_\_\_

Firm’s Address: \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

Type of Work to be Performed: \_\_\_\_\_

2. Firm: \_\_\_\_\_

Firm’s Address: \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

Type of Work to be Performed: \_\_\_\_\_

3. Firm: \_\_\_\_\_

Firm’s Address: \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

Type of Work to be Performed: \_\_\_\_\_

4. Firm: \_\_\_\_\_

Firm’s Address: \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

Type of Work to be Performed: \_\_\_\_\_

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

Bid Title: \_\_\_\_\_

Street: \_\_\_\_\_

Bid No.: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**PROPOSAL**

Proposal of: \_\_\_\_\_

to furnish and deliver all materials and to do and perform all works in accordance with the Contract Documents for **Facade Repair, Ridgefield High School**, the plans and specifications prepared by Charles R. Fisher, P.E.,L.S., Town Engineer, the works being situated within the Town of Ridgefield, Connecticut.

The undersigned bidder has carefully examined the Contract Documents referred to in the “Information for Bidders”, and also the site of the work, and will provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all material called for by the Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Engineer under them for the following sums:

**Item 1: Facade Repair and Painting**

the lump sum price of:

\_\_\_\_\_dollars

and \_\_\_\_\_cents

(\$ \_\_\_\_\_ ) LS      Lump Sum      \$ \_\_\_\_\_

The lump sum bid for this Item 1, Facade Repair and Painting shall include payment for all labor, materials, tools, and equipment necessary to meet the project’s intent and as further described and specified within these documents.

To better define the scope of work involved, the following quantities shall be used for the **BASE BID**:

<u>Item</u>	<u>Description</u>	<u>Typical Detail*</u>	<u>Quantity</u>
A	Repair Type 1	A	600 LF **
B	Repair Type 2	B	30 LF
C	Repair Type 3	C	20 SF
D	Repair Type 4	D	40 SF
E	Repair Type 5	E	20 LF

\* See Appendix A, Repair Strategies

\*\* Broken down as follows: 60% < 1/32", 30% > 1/32" but < 1/4", 10% > 1/4"

Grand Total, Item 1 Inclusive: \$ \_\_\_\_\_

UNIT PRICES

The Contractor shall charge for additional or changed work authorized by Change Order.

The Contractor shall credit the Owner for base bid work deemed not to be required.

Schedule of Unit Prices

	<u>Detail</u>	<u>Unit</u>	<u>Add</u>	<u>Deduct</u>
A Repair Type #1	1	LF	\$ _____	\$ _____
B Repair Type #2	2	LF	\$ _____	\$ _____
C Repair Type #3	3	SF	\$ _____	\$ _____
D Repair Type #4	4	SF	\$ _____	\$ _____
E Repair Type #5	5	LF	\$ _____	\$ _____

For purposed of comparison, the computed Grand Total, All Items will serve as the basis of comparison of all bids. The computed total is not an official part of this proposal.

The Town reserves the right to eliminate any item or portion of the work that it deems to be in the best interest of the Town.

Any inconsistencies between the plans and specifications shall be reported to the Town Engineer. The Town Engineer shall make the final decision on any inconsistencies and their intent.

**The Undersigned Also Agrees As Follows:**

**First:** To do any extra work not covered by the above schedule of prices, which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with the various provisions of this contract..

**Second:** Within **seven (7)** days from the date of the “Notice To Proceed”, to execute the Contract and to furnish to the Owner a satisfactory performance and payment bond in the sum of the full amount of the contract.

Dated: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Town of Ridgefield  
Office of the Town Engineer

**Facade Repair, Ridgefield High School**  
700 North Salem Road, Ridgefield, Connecticut

**Project Scope**

The project consists of the repair and painting of the exterior stucco facade of the north and east faces of the Ridgefield High School. The intent of the project is to provide a finished surface similar in all respects to the new additions of the building. The work areas are more specifically denoted on the attached photo location plan. In general, the Contractor shall provide all labor, materials, tools, and equipment necessary to completely prepare, repair, prime, and paint all exterior surfaces as described of the subject building. The Contractor's attention is directed to Appendix D, Toxic Characteristic Leachate Procedure, Sampling Report, February, 2013. The lump sum bid on this project shall include payment for, but not be limited to, the following:

1. Coordinate all work with the building tenants and the Board of Education.
2. The Contractor shall submit to the Board of Education a list of all employees expected to work on the site.
3. Protect the public during all phases of the project.
4. Provide all scaffolding as required to meet the project's intent to provide a safe and secure work environment.
5. Power wash the exterior surfaces to be painted to remove mildew and spores utilizing a mildewcide detergent
6. Scrape and patch where stucco is bubbling and failing.
7. Remove and dispose of all scrapings from the site in an environmentally safe manner.
8. Complete repairs of the existing stucco in conformance to the repair strategies noted within Appendix "A", Repair Strategies.
9. Apply one coat of Sherwin Williams Loxon Concrete & Masonry Primer Sealer and one coat of Sherwin Williams ConFlex XL Elastomeric High Build Coating to all surfaces as described above. Final color is to match the building's new additions.
10. All exposed steel lintels where the existing finish is peeling or discolored are to be painted.
11. Contractor to protect all roof areas and grounds including landscape plantings, grass, and walkways against paint and paint products and cleanup the project area as work proceeds for the duration of the project.
12. Periodic cleaning of the project site and a final thorough cleaning of the entire project area upon completion of the project.
13. Access to water will be provided on-site.
14. Contractor shall provide suitable storage areas at his cost.
15. The Contractor shall provide sanitary facilities for his workers at his cost. The

Contractor's employees are prohibited from entering the school buildings except under emergency circumstances.

It is the Contractor's responsibility to determine the exact amount of effort required to meet the project's intent and reflect that effort in his submitted lump sum bid. The contract award will be based on the lowest total lump sum bid.

By submitting a bid, the Contractor acknowledges that he has visited the site and is aware of the conditions involved in meeting the project's intent.

The Town reserves the right to eliminate any item, quantity, or portion of the work that it deems to be in the best interest of the Town.

Any inconsistencies shall be reported to the Town Engineer. The Town Engineer shall make the final decision on any inconsistencies and their intent.

The Contractor shall submit with his bid the following information:

- (a) Insurance certificates
- (b) Hold Harmless Agreement
- (c) Contractor's Qualification Statement
- (d) Contractor's List of Subcontractors
- (e) Signed bid proposal listing total bid sum.
- (f) A copy of the Contractor's or Subcontractor's Home Improvement License
- (g) Project Schedule

**SECTION 01100 – GENERAL SPECIFICATION REQUIREMENTS**

(Applicable to all divisions and sections of specifications)

**PART ONE – GENERAL:**

- 1.01 The information in the specifications shall not limit the amount of labor and materials necessary to fully complete the work required or implied by the contract drawings.
- 1.02 All standards, codes, and specifications referred to in the project specifications shall apply to the latest revisions available as tentative by the American Society of Testing Materials and the American Concrete Institute. In case of a conflict between the referenced standards, codes, and specifications, and the project specifications, the project specifications shall govern, unless written approval is obtained from the owner. In case of conflicts among the referenced standards, codes, and specifications or standards, the one having the more stringent requirements shall govern.
- 1.03 All work shall conform to the "Occupational Safety and Health Standards" of the Department of Labor Standards Title 29, Chapter XVII, Part 1910 (hereinafter referred to as OSHA Standards).
- 1.04 In the event that a conflict occurs between the project specifications and drawings, the conflict shall be brought to the attention of the owner, in writing, by the contractor when submitting a bid. If the contractor fails to bring any conflict to the attention of the owner, the owner shall decide whether the drawings or specifications shall prevail. The owner's decision shall be final and binding to all parties concerned.
- 1.05 Where a specific trade material, equipment, or method, of construction is mentioned on the contract drawings and specifications, it shall be construed to indicate the type of material, equipment, or method of construction desired and shall not exclude the use of any approved equivalent material or make of approved quality unless otherwise noted on the drawings or specifications by the inclusion of the word "only" or "exclusively". The substitution of materials or method of construction other than that specified shall be made in writing at the time of the contractor's bid and shall be made part of the contractor's bid; otherwise it will be assumed that the contractor will furnish the material and method of construction specified.
- 1.06 The divisions and sections of the specifications are generally divided into units of work for the purpose of ready reference. The division and section of work among his subcontractors is the contractor's responsibility, and the owner assumes no

responsibility to act as arbiter to establish subcontract limits between any divisions or sections of the work.

- 1.07 All building construction work, alterations and improvements shall comply with the State Building Rules and Regulations, local ordinances, and such other statutory provisions pertaining to this class of work, such rules and regulations and local ordinances to be considered as a part of the specifications.

\* \* END OF SECTION \* \*

## SECTION 03010 – CONCRETE PATCHING MATERIALS AND ADMIXTURES

PART ONE – GENERAL:1.01 RELATED DOCUMENTS:

General Conditions of the Contract, General Specification Requirements and the Detail Drawings apply to work of this Section.

1.02 SCOPE:

The work under this Section of the Specification includes all material, labor, equipment, and services necessary to complete the masonry rehabilitation work as shown on the Drawings, and herein specified.

1.03 RELATED WORK SPECIFIED ELSEWHERE:

- A. Sealants: Section 07900
- B. Portland Cement Plaster: Section 09220
- C. Elastomeric Coatings: Section 09963

1.04 DELIVERY AND STORAGE OF MATERIAL:

All manufactured materials shall be delivered in their original packages, containers, and bundles bearing name of manufacturer and brand. Store all materials off the ground under watertight cover and away from sweating walls and other damp surfaces until ready for use. Damaged or deteriorated material must be removed from premises immediately.

1.05 PROTECTION:

During application of Thoro products, protect work of other trades against undue soilage and damage by the exercise of reasonable care and precaution. Repair and/or replace any work so damaged or soiled as to be unsightly in owner's judgment at no additional cost to owner or contract sum.

1.06 QUALITY ASSURANCE:

- A. Surfaces shall be protected to prevent rapid drying where heavy wind or hot sun exist.
- B. Rapid changes in temperature must be avoided during curing to prevent thermal shock cracks in finish materials.

- C. During cold weather, temperatures should be maintained within a temperature range of 40° to 50°F minimum throughout curing of coating system.
- D. Thoro products shall not be applied when temperatures fall below 40°F within a 24-hour period.

1.07 WARRANTY:

Provide a written request to Thoro System Products for an extended warranty prior to application.

PART TWO – PRODUCTS:

2.01 MATERIALS:

- A. Bonding Agent: Acryl 60 as manufactured by Thoro System Products, Degussa Building Systems, 889 Valley Park Drive, Shakopee, MN 55379.
- B. Concrete Patching Material: Thorite as manufactured by Thoro System Products, Degussa Building Systems, 889 Valley Park Drive, Shakopee, MN 55379.

PART THREE – EXECUTION:

3.01 WORKMANSHIP:

- A. In cold and/or inclement weather, no work shall be started until area is adequately covered temporarily, so that a temperature range of not less than 50°F can be maintained during and up to completion of the drying process for all Thoro products. Temporary heat shall be provided for to meet this requirement, and when necessary in opinion of Engineer. The use of salamanders to provide temporary heat is prohibited.
- B. The surface shall be free of all laitance, dirt, dust, grease, form release treatments, efflorescence, curing compounds, paint, and other foreign material.
- C. If extreme heat is encountered, cool surface with water prior to application.
- D. Do not apply material in direct heat of sun.

3.02 INSPECTION:

- A. Examine substrate materials, and observe temperature and humidity conditions.

- B. Report in writing any conditions or surfaces which have adversely affected the installation.
- C. Do not proceed with this work until all unsatisfactory conditions are corrected. Commencement of work implies acceptance of surfaces and environmental conditions.

3.03 PREPARATION OF SURFACE:

- A. Use a chisel or electric chipping hammer to remove all loose material.
- B. Deep and deteriorated areas (2" or greater), cut with concrete saw, making a square cut.
- C. Sandblast all surfaces that are to receive coating, to remove all build-up on concrete, and laitance. Surface should be left clean and sound. Alternate methods of cleaning may be used, but must be approved prior to application by Engineer. A sample area will be used to evaluate process.

3.04 MIXING SOLUTION:

Prepare a mixing solution of one part Acrylic 60 to three parts water. The solution should be maintained in tightly covered containers and will be usable for several days.

3.05 APPLICATION OF PATCHING MATERIAL:

- A. Dampen clean surface to receive patch. Remove all standing water.
- B. Mix Thorite with mixing solution to a batter consistency for a slurry coat.
- C. Thoroughly brush Thorite batter over dampened surface to be patched. Thoroughly cover all steel in patched area.
- D. Mix Thorite with mixing solution to a mortar consistency for patching. Do not retemper.
- E. Trowel apply Thorite mortar in successive 1/2" to 1" layers. Wait at least 30 minutes between layers. Scratch first coat, cool with water and apply second coat. Repeat process until level with surface except wait 24 hours for last coat. Screed off and steel trowel patch to level or float with soft sponge using mixing solution as wetting agent.
- F. Keep patches damp for 30 minutes after filling to complete curing.

**\*\* END OF SECTION \*\***

**SECTION 07900 – SEALANTS****PART ONE – GENERAL:****1.01 RELATED DOCUMENTS:**

Conditions of the Contract, General Specification Requirements and the Detail Drawings apply to the work of this Section.

**1.02 SCOPE:**

The work under this section of the specification includes all materials, labor, equipment and services necessary to complete the furnishing and installation of sealants and the preparation thereof, at all joints and recesses in exterior construction, as required to prevent the infiltration of moisture, wind, sound and/or light passage, and as indicated on the Detail Drawings.

**1.03 QUALITY ASSURANCE:**

Acceptable qualified installer shall be able to demonstrate not less than 3 years experience in the installation of sealants.

**1.04 SUBMITTALS:**

Duplicate samples of all primers, backer rodding, and sealants to be used, indicating range of color and set material.

**1.05 PRODUCT HANDLING:**

All caulking and sealant materials shall be shipped to the job site in unbroken containers with labels intact, and shall be stored in weather-protected area, wherein air temperature is within workable range.

**1.06 JOB CONDITIONS:**

No caulking or sealant shall be applied when temperature of surrounding air is below 40°F.

**PART TWO – PRODUCTS****2.01 MATERIALS:**

- A. Primer: Silpruf Primer SS4179 as manufactured by GE Silicones, General Electric Company, 260 Hudson River Road, Waterford, New York or approved alternate.

- B. Sealant: Silpruf Sealant SCS2000 as manufactured by GE Silicones, General Electric Company, 260 Hudson River Road, Waterford, New York or approved alternate.

PART THREE – EXECUTION:

3.01 PREPARATION:

- A. Remove all contaminants from the existing cracks. Brush spaces to be sealed free from dust and dirt. Do not seal joints until they are substantially in compliance with details indicated on the Detail Drawings.
- B. Depth of sealant shall be no thicker than 3/8", but in no case less than 1/4". Refer to manufacturers specifications.
- C. Apply masking tape (3/4" minimum width) to both sides of joint before priming, and remove immediately after tooling.

3.02 APPLICATION:

- A. Apply sealant with hand gun or air gun under sufficient pressure, and through nozzle openings of such a diameter so that a full head of sealant is run into the crack and fills the opening completely.
- B. All beads shall be tooled immediately after application to insure full contact with inner face of crack.

\*\* END OF SECTION \*\*

## SECTION 09220 – PORTLAND CEMENT PLASTER (THOROSEAL PLASTER MIX)

PART ONE – GENERAL:1.01 RELATED DOCUMENTS:

General Conditions of the Contract, General Specification Requirements and the Detail Drawings apply to the work of this Section.

1.02 SCOPE:

Provide a seal coat of Thoroseal and a finish coat of Thoroseal Plaster Mix, texture to match existing building plaster finish.

1.03 RELATED WORK SPECIFIED ELSEWHERE:

- A. Concrete Materials and Admixtures: Section 03010
- B. Elastomeric Coatings: Section 09963

1.04 DELIVERY AND STORAGE OF MATERIALS:

All manufactured materials shall be delivered in their original packages, containers and bundles bearing name of manufacturer and brand. Store all materials off the ground under watertight cover and away from sweating walls and other damp surfaces until ready for use. Damaged or deteriorated materials must be removed from premises immediately.

1.05 PROTECTION:

During application of Thoroseal Plaster Mix, protect work of other trades against undue soilage and damage by the exercise of reasonable care and precaution. Repair and/or replace any work so damaged or soiled as to be unsightly in Engineer's judgment at no additional cost to Owner or Contract Sum.

1.06 QUALITY ASSURANCE:

- A. Surfaces shall be protected to prevent rapid drying where heavy wind or hot sun exists.
- B. Rapid changes in temperature should be avoided during curing to prevent thermal shock cracks in finish materials.
- C. During cold weather, temperatures should be maintained within a temperature range of 40° to 50°F minimum throughout the curing of the coating system

- D. Thoroseal Plaster Mix materials shall not be applied when temperatures fall below 40°F within a 24-hour period.

1.07 WARRANTY:

Provide a written request to Thoro Systems Products for an extended warranty prior to application.

PART TWO – PRODUCTS

2.01 MATERIALS:

- A. Bonding Agent: Acryl 60 as manufactured by Thoro System Products, Degussa Building Systems, 889 Valley Park Drive, Shakopee, MN 55379.
- B. Leveling & Finish coat: Thoroseal Plaster Mix as manufactured by Thoro System Products, Degussa Building Systems, 889 Valley Park Drive, Shakopee, MN 55379.

PART THREE – EXECUTION

3.01 WORKMANSHIP:

- A. In cold and/or inclement weather, no work shall be started until area is adequately covered temporarily, so that a temperature range of not less than 50°F can be maintained during and up to completion of the drying process for all Thoroseal Plaster Mix applications. Temporary heat shall be provided to meet this requirement and when necessary in opinion of Engineer. The use of salamanders to provide temporary heat is prohibited.
- B. Surfaces to receive Thoroseal Plaster Mix shall be free of defects such as honeycombs, spalls concrete droppings, etc. The surface shall be free of all laitance, dirt, dust, grease, form release treatments, efflorescence, curing compounds, paint, and any other foreign material.
- C. If extreme heat is encountered, cool surface with water prior to application.
- D. Do not apply material in direct heat of sun.

3.02 MIXING SOLUTION:

Prepare a mixing solution of one part Acrylic 60 and three parts water. Enough solution should be prepared to perform several days work and the solution will remain usable if kept in tightly covered containers.

3.03 MIXING – THOROSEAL PLASTER MIX:

- A. Mix with strict accord with printed instructions of manufacturer. Mechanical mixers of an approved type shall be used for mixing all Thoroseal Plaster Mix. Frozen, caked or lumped material shall not be used. Mechanical mixers and containers shall be cleaned after mixing. Keep each batch separate from previous Thoroseal Plaster Mix batches.
- B. Thoroseal Plaster Mix shall be thoroughly mixed using proper amounts of mixing solution, 8 quarts, until uniform in color and consistency.
- C. A trowellable consistency is to be achieved.
- D. Let material set for 15 minutes, then temper back with mixing solution.
- E. The material may be tempered one more time.

3.04 APPLICATION – THOROSEAL PLASTER MIX:

- A. After a minimum period of 7 days has elapsed from the first coat, the second coat of Thoroseal Plaster Mix may be applied.
- B. Apply the Thoroseal Plaster Mix by trowel in a workmanlike manner.
- C. Apply a first tight coat followed by a double back coat for thickness to level and texture to match the existing.
- D. The maximum thickness should not exceed 3/8ths of an inch at any point in one application.
- E. Do not damp cure unless hot, dry conditions exist.

3.05 INSPECTION & SCHEDULE:

Contractor shall maintain schedule of application of Thoroseal and Thoroseal Plaster Mix in field office for inspection by the Engineer's and manufacturer's representative.

\*\* END OF SECTION \*\*

## SECTION 099000 - PAINTING AND COATING

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

## A. Submittals:

1. Product Data. Include printout of MPI's "MPI Approved Products List" with product highlighted.
2. Samples.

## B. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.

## C. Extra Materials: Deliver to Owner 1 gal. of each color and type of finish coat paint used on Project, in containers, properly labeled and sealed.

## PART 2 - PRODUCTS

## 2.1 PAINT

A. Manufacturers: One of the following:

1. Benjamin Moore & Co.
2. California Paints.
3. PPG Architectural Finishes, Inc.
4. Pratt & Lambert.
5. Sherwin-Williams Company (The).

## B. MPI Standards: Provide materials that comply with MPI standards indicated and listed in its "MPI Approved Products List."

## 1. Exterior Painting Materials:

- a. Block Filler, Latex: MPI #4.
- b. Primer, Alkali Resistant, Water Based: MPI #3.
- c. Primer, Latex: MPI #6.
- d. Primer, Alkyd: MPI #5.
- e. Latex, Exterior Flat (Gloss Level 1): MPI #10.
- f. Latex, Exterior Low Sheen (Gloss Level 3-4): MPI #15.
- g. Latex, Exterior Semigloss (Gloss Level 5): MPI #11.
- h. Alkyd, Exterior Flat (Gloss Level 1): MPI #8.
- i. Alkyd, Exterior, Semigloss (Gloss Level 5): MPI #94.
- j. Alkyd, Quick Dry, Semigloss (Gloss Level 5): MPI #81.
- k. Floor Paint, Latex, Low Gloss (Maximum Gloss Level 3): MPI #60.
- l. Stucco, S-W Loxon Concrete & Masonry Primer Sealer, A24W8300 and S-W ConFlex XL Elastomeric High Build Coating, A5-400 Series.

2. Interior Painting Materials:
    - a. Block Filler, Latex: MPI #4.
    - b. Primer Sealer, Latex: MPI #50.
    - c. Primer, Alkali Resistant, Water Based: MPI #3.
    - d. Primer Sealer, Institutional Low Odor/VOC: MPI #149.
    - e. Primer, Latex, for Interior Wood: MPI #39.
    - f. Primer Sealer, Alkyd, Interior: MPI #45.
    - g. Primer, Bonding, Water Based: MPI #17.
    - h. Primer, Alkyd, Anticorrosive: MPI #79.
    - i. Latex, Interior, Flat, (Gloss Level 1): MPI #53.
    - j. Latex, Interior, Semigloss, (Gloss Level 5): MPI #54.
    - k. Latex, Institutional Low Odor/VOC, Flat (Gloss Level 1): MPI #143.
    - l. Latex, Institutional Low Odor/VOC, Semigloss (Gloss Level 5): MPI #147.
    - m. Alkyd, Interior, Flat (Gloss Level 1): MPI #49.
    - n. Alkyd, Interior, Semigloss (Gloss Level 5): MPI #47.
    - o. Alkyd, Quick Dry, Semigloss (Gloss Level 5): MPI #81.
    - p. Floor Paint, Latex, Low Gloss (Maximum Gloss Level 3): MPI #60.
  3. Staining and Clear Finishing Materials:
    - a. Wood Filler Paste: MPI #91.
    - b. Primer, Latex for Exterior Wood: MPI #6.
    - c. Preservative, for Exterior Wood: MPI #37.
    - d. Alkyd, Sanding Sealer, Clear: MPI #102.
    - e. Stain, Exterior, Water Based, Solid Hide: MPI #16.
    - f. Stain, for Exterior Wood Decks: MPI #33.
    - g. Stain, Semitransparent, for Interior Wood: MPI #90.
- C. Material Compatibility: Provide materials that are compatible with one another and with substrates.
1. 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.
- D. Use interior paints and coatings that comply with the following limits for VOC content:
1. Flat Paints and Coatings: 50 g/L.
  2. Nonflat Paints, Coatings: 150 g/L.
  3. Dry-Fog Coatings: 400 g/L.
  4. Primers, Sealers, and Undercoaters: 200 g/L.
  5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
  6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
  7. Pretreatment Wash Primers: 420 g/L.
  8. Clear Wood Finishes, Varnishes: 350 g/L.
  9. Clear Wood Finishes, Lacquers: 550 g/L.
  10. Floor Coatings: 100 g/L.
  11. Stains: 250 g/L.
- E. Colors: As selected.

## PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.
- C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.
- D. Surface Preparation, Concrete (Cementitious Siding, Flexboard, Common Brick, Stucco, Tilt-up, Precast, and Poured-in-place Cement)
  - 1. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
    - a. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry a minimum of 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
    - b. Power wash to remove mildew and spores.

## 3.2 APPLICATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Paint exposed surfaces, new and existing, unless otherwise indicated.
  - 1. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
  - 2. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint the back side of access panels.
  - 4. Color-code mechanical piping in accessible ceiling spaces.
  - 5. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- C. Apply paints according to manufacturer's written instructions.
  - 1. Use brushes only for exterior painting and where the use of other applicators is not practical.
  - 2. Use rollers for finish coat on interior walls and ceilings.
- 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.

1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- E. Apply stains and transparent finishes to produce surface films without color irregularity, cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other imperfections. Use multiple coats to produce a smooth surface film of even luster.

### 3.3 EXTERIOR PAINT APPLICATION SCHEDULE

- A. Concrete, Nontraffic Surfaces:
  1. Flat Latex: Two coats over alkali-resistant primer: MPI EXT 3.1K.
- B. CONCRETE (Cementitious Siding, Flexboard, Common Brick, Stucco, Tilt-up, Precast, and Poured-in-place Cement).
  1. Elastomeric System: Not including cementitious siding, Flexboard, Transite board or shingles (non-roof).
    - a. Flat Finish:
      - 1) 1st Coat: S-W Loxon Concrete & Masonry Primer Sealer, A24W8300 (8 mils wet, 3.2 mils dry).
      - 2) 2nd Coat: S-W ConFlex XL Elastomeric High Build Coating, A5-400 Series.
- C. Concrete Masonry Units:
  1. Flat Latex: Two coats over latex block filler: MPI EXT 4.2A.
- D. Steel:
  1. Semigloss, Alkyd Quick-Dry: Two coats over alkyd anticorrosive primer: MPI EXT 5.1A.
- E. Wood: Including wood trim architectural woodwork doors windows wood fences exposed joists exposed beams.
  1. Low-Sheen Latex: Two coats over latex primer: MPI EXT 6.3L.
- F. Wood, Traffic Surfaces:
  1. Low-Gloss Latex Floor Paint: Two coats over latex primer: MPI EXT 6.5E.
- G. Exterior Gypsum Soffit Board:
  1. Flat Latex: Two coats over latex primer: MPI EXT 9.2A.

### 3.4 INTERIOR PAINT APPLICATION SCHEDULE

- A. Concrete Masonry Units:
  1. Semigloss Latex: Two coats over latex block filler: MPI INT 4.2A.
- B. Steel:

1. Semigloss, Quick-Dry Enamel: Two coats over quick-drying alkyd metal primer: MPI INT 5.1A.
- C. Wood: Including wood trim architectural woodwork doors windows exposed joists exposed beams.
1. Semigloss Institutional Low-Odor/VOC Latex: Two coats over latex primer for wood: MPI INT 6.3V.
- D. Gypsum Board Plaster:
1. Semigloss Institutional Low-Odor/VOC Latex: Two coats over low-odor/VOC primer/sealer: MPI INT 9.2M.
- 3.5 EXTERIOR STAIN AND CLEAR FINISH APPLICATION SCHEDULE
- A. Wood, nontraffic surfaces, including wood trim architectural woodwork doors windows wood siding wood shingles and shakes (excluding roofs).
1. Solid Hide, Water-Based Stain: Two coats over alkyd primer: MPI EXT 6.2B.
- B. Wood, traffic surfaces, including wood decks and stairs.
1. Deck Stain: Two coats: MPI EXT 6.5F.
- 3.6 INTERIOR STAIN AND CLEAR FINISH APPLICATION SCHEDULE
- A. Wood substrates, nontraffic surfaces, including wood trim architectural woodwork doors windows exposed joists exposed beams.
1. Semitransparent Stain: Two coats: MPI INT 6.1G
- 3.7 INSTALLATION
- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.

- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

3.8 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION 099000

## SECTION 09963 - ELASTOMERIC COATINGS

## PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General Conditions of the Contract, General Specification Requirements and the Detail Drawings apply to the work of this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and application of elastomeric coatings to exterior surfaces scheduled.
- B. Alternates: Refer to Division 1 Section "Alternates" for description of Work in this Section affected by alternates.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric coating systems with the following properties as determined by the test methods indicated:
  - 1. Elongation at Break: Not less than 280 percent at 77 deg F and not less than 50 percent at 0 deg F according to ASTM D 412.
  - 2. Low-Temperature Flexibility: Passes a 1/8-inch, 180-degree mandrel bend at minus 15 deg F at 20-mil dry film thickness according to ASTM C 711.
  - 3. Water-Vapor Transmission: Not less than 2.0 perms according to ASTM E 96.
  - 4. Wind-Driven Rain Resistance: No water penetration according to procedures in FS TT-C-555.
  - 5. Minimum Solids Content by Volume: Not less than 45 percent.

1.4 SUBMITTALS

- A. Product Data: For each elastomeric coating system specified. Include block fillers and primers.
  - 1. Manufacturer's Information: Manufacturer's technical information and instructions for handling, storing, and applying each coating material proposed for use.
  - 2. Certification by elastomeric coating manufacturer that products supplied comply with local regulations controlling use of VOCs.
- B. Samples for Initial Color Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.

1. After color selection, the Owner/Engineer will return color chips indicating colors selected for surfaces to be coated.
- C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative samples of actual substrate.
1. Submit samples on the following substrates for the Owner/Engineer's review of color and texture only:
    - a. Concrete, Masonry, and Stucco: Provide two 4-inch square samples of actual substrate material for each color and texture.

### 1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed coating system applications similar in material and extent to those indicated for this Project with a record of successful in-service performance.
- B. Source Limitations: Obtain block fillers, primers, and other undercoat materials from the same manufacturer as the finish coats.
- C. Benchmark Samples (Mockups): Provide full-coat benchmark finish samples of each type of coating and substrate required on the Project. Comply with procedures specified in PDCA P5. Duplicate finish of approved prepared samples.
1. The Owner/Engineer will select one exterior wall surface to represent surfaces and conditions for each substrate.
    - a. Wall Surfaces: Prepare benchmark samples on at least 100 sq. ft. of wall surface.
  2. After benchmark samples are approved, these surfaces will be used to evaluate coating systems.
  3. Obtain the Owner/Engineer's approval of benchmark samples before starting application of coatings.
  4. Final approval of colors will be from benchmark samples, not samples submitted for verification.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project site in manufacturer's original, unopened packages and containers bearing the manufacturer's name and label, and the following information:
1. Product name or title of material.
  2. Manufacturer's stock number and date of manufacture.
  3. Contents by volume, for pigment and vehicle constituents.

4. Thinning instructions (if permitted).
  5. Application instructions.
  6. Color name and number.
  7. Handling instructions and precautions.
  8. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.
1. Protect elastomeric coating materials from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure workers and work areas are protected from fire and health hazards resulting from handling, mixing, and applying coatings.

#### 1.7 PROJECT CONDITIONS

- A. Temperature Conditions: Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 90 deg F, unless otherwise permitted by manufacturer's written instructions.
- B. Weather Conditions: Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
1. Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before starting or continuing coating operation.

#### 1.8 WARRANTY

- A. Elastomeric Coating Warranty: Submit a written warranty, executed by the manufacturer, agreeing to repair or replace elastomeric coatings that fail within the specified warranty period. Failures include, but are not limited to, water penetration through the coating.

#### 1.9 EXTRA MATERIALS

- A. Furnish extra elastomeric coating materials from the same production run as the materials applied in quantities described below. Package materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
1. Quantity: Furnish the Owner with one extra case of each color of elastomeric coating materials applied.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into this Project include, but are not limited to, those indicated in the Coating Schedule.

### 2.2 ELASTOMERIC COATING MATERIALS, GENERAL

- A. Material Compatibility: Provide crack fillers, block fillers, primers, elastomeric finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Colors and Textures: Provide custom colors and textures of the finished elastomeric coating system to match the existing finish coat.

### 2.3 CRACK FILLERS

- A. Crack Fillers: Provide the manufacturer's standard factory-formulated acrylic emulsion crack fillers that are compatible with substrate and finish coat materials indicated.
- B. Available Products: Subject to compliance with requirements, crack fillers that may be incorporated into the Work include, but are not limited to, the following:
- C. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Crack Filler: For cracks up to 1/32 inch, provide the following:
    - a. Thoro: Thorolastic Brush Grade.
  - 2. Crack Filler: For cracks more than 1/32 inch, but not more than 1/4 inch, provide the following:
    - a. Thoro: Thorolastic Knife Grade.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with the Applicator present, under which elastomeric coating systems will be applied for compliance with application requirements. Surfaces to receive elastomeric coatings must be thoroughly dry before coatings are applied.

1. Begin application only after unsatisfactory conditions have been corrected and surfaces to receive coating are thoroughly dry.
2. Start of coating within a particular area will be construed as the Applicator's acceptance of surface conditions.

### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, light fixtures, and similar items already installed that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
1. After completing coating operations in each area, reinstall items removed, using workers skilled in trades involved.
- B. Cleaning: Before applying coatings or other surface treatments, clean substrates of substances that could impair bond of coating systems. Remove oil and grease before cleaning.
1. Schedule cleaning and coating application so dust and other contaminants will not fall on wet, newly coated surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be coated according to manufacturer's written instructions for the particular substrate conditions and as specified.
1. Cementitious Surfaces: Prepare concrete, concrete masonry, stucco, and similar surfaces to receive elastomeric coatings. Remove efflorescence, chalk, dust, dirt, release agents, grease, oils, and similar conditions by water blasting followed by a clear water rinse.
    - a. Remove mildew and neutralize surfaces according to manufacturer's written recommendations before patching materials are applied.
    - b. Roughen as required to remove glaze. Use abrasive blast-cleaning methods if recommended by coating manufacturer.
    - c. If hardeners or sealers have been used to improve concrete curing, use mechanical methods for surface preparation.
  2. Crack Repair: Fill cracks according to manufacturer's written recommendations before coating surfaces.
- D. Material Preparation: Mix and prepare materials according to coating manufacturer's written instructions.
1. Stir materials before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film that may form into material. Remove film and, if necessary, strain coating material before using.

2. If manufacturer permits thinning, use only thinners recommended by manufacturer, and only within limits recommended by manufacturer.

### 3.3 APPLICATION

- A. General: Apply elastomeric coatings to exposed surfaces indicated, according to manufacturer's written instructions.
- B. Labels: Do not paint over UL, FM, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- C. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
  2. If undercoats or other conditions show through final coat, apply additional coats until coating film is of uniform finish, color, and appearance. Ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
  3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until coating has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat does not cause undercoat to lift or lose adhesion.
- D. Application Procedures: Apply elastomeric coatings by brush, roller, or spray according to manufacturer's written instructions.
- E. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or recoat work not complying with specified requirements.

### 3.4 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when coating operations are being conducted:
  1. The Owner will engage the services of a qualified independent testing and inspecting agency to sample coating used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in presence of the Contractor.
  2. The testing and inspecting agency will perform appropriate tests for the following characteristics as required by the Owner:

- a. Quantitative materials analysis.
  - b. Elongation at break.
  - c. Tensile strength.
  - d. Percent of recovery.
  - e. Resistance to wind-driven rain.
  - f. Water-vapor transmission.
  - g. Flexibility.
  - h. Accelerated weathering.
  - i. Impact resistance.
  - j. Alkali resistance.
  - k. Abrasion resistance.
  - l. Mildew resistance.
3. If results show materials do not comply with requirements, the Contractor may be directed to stop work, remove noncomplying materials, pay for testing, recoat surfaces coated with rejected materials, or remove rejected materials from previously coated surfaces if, on recoating with specified materials, the 2 coatings are not compatible.

### 3.5 CLEANING

- A. Cleanup: At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from the Project site.
  1. After completing coating work, clean glass and spattered surfaces. Remove spattered coatings by washing, scraping, or other methods, being careful not to scratch or damage adjacent finished surfaces.

### 3.6 PROTECTION

- A. Protect work of other trades from damage whether being coated or not. Correct damage by cleaning, repairing, replacing, and recoating as approved by the Owner/Engineer. Leave in an undamaged condition.
- B. Provide "Wet Paint" signs to protect newly coated finishes. Remove temporary protective wrappings provided by others to protect their work after completing coating operations.
  1. After construction activities of other trades are complete, touch up and restore damaged or defaced coated surfaces.

### 3.7 COATING SCHEDULE

- A. Existing ThoroCoat finish coat over existing cement plaster: Provide the following elastomeric coating systems over exterior surfaces:

1. Textured Elastomeric Finish: One or two finish coats, as recommended by manufacturer.
  - a. First Coat: Textured, factory-formulated, 100 percent acrylic elastomeric coating applied at spreading rate recommended by manufacturer to achieve a total dry film thickness of not less than 7 mils.
    - 1) Thoro: Thorolastic Coarse Elastomeric Coating.
  - b. Second Coat: Textured, factory-formulated, 100 percent acrylic elastomeric coating applied at spreading rate recommended by manufacturer to achieve a total dry film thickness of not less than 7 mils.
    - 1) Thoro: Thorolastic Coarse Elastomeric Coating.

**\*\*END OF SECTION\*\***

Appendix A  
Repair Strategies

Repair Strategies  
Instructions to Contractor

The purpose of this document is to describe the work to be done at Ridgefield High School in association with the existing façade. The project can be broken down into two components, repair and maintenance. The repair consists of preparing defects in façade as dictated below to regain a watertight surface. The maintenance involves a new final coating to create a uniform finish.

Repair:

There are five different types of defects that need to be repaired. A "Type 1" defect is an open crack (greater than 1/32") in the existing finish coat that may or may not extend into the original plaster coat. If, during the repair process, it is discovered that the crack extends into the concrete masonry unit backup, then this will be considered a variation of the first type of defect, a "Type 2" defect, and will require a more extensive repair. The third defect type, "Type 3", is spalling of the original plaster coating. "Type 4" defects occur where a previous repair is not flat and can be seen through the existing finish coat. "Type 5" defects are damaged or missing expansion joint covers.

Each type of defect warrants a different type of repair. Drawings of details for each type of defect follow. Photos of examples of each type of defect are included. The following table shows which type of repair applies to each type of defect. The applicable photo mark is tabulated.

<u>Defect Type</u>	<u>Repair Detail Mark</u>	<u>Photo Mark</u>
Type 1, open crack	A	1
Type 2, open crack extending into CMU	B	2
Type 3, spalled plaster with damaged CMU	C	3
Type 4, subsurface not flat	D	4
Type 5, damaged expansion joint cover	E	5

Maintenance:

Scrape all peeling paint as required to insure the base substrate is intact for application of new finish coat.

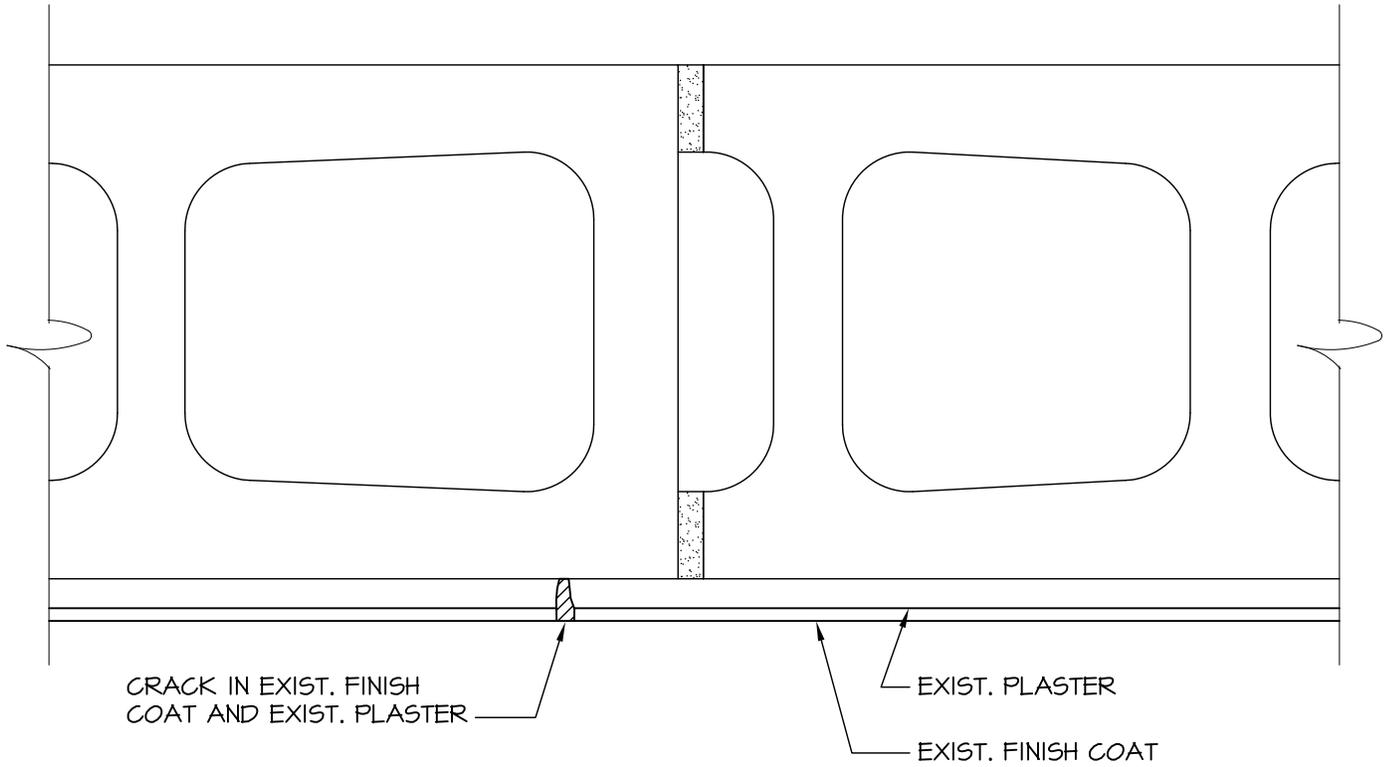
A finish coat of paint (see specification section 09900) is to be applied to all exposed steel lintels where the existing finish is peeling or discolored. Apply the paint in a manner to create uniform appearance with other existing steel lintels.

An elastomeric finish coat (see specification section 09963) is to be applied to exterior plaster walls at all repairs. Apply at all locations of repair to blend texture and color to existing finish coat. Apply over plaster in other areas to create a uniformly textured and colored finish as follows and as described with the project scope:

- All areas where the existing finish coat is peeling, see photo #6;
- East face of building;
- North face of building.

Inspection:

All work is to be inspected by a representative of the owner and/or the engineer. The contractor must provide the owner/engineer a time schedule of when repairs are to be performed in a timely manner such that inspections can be planned and performed.



FOR CRACKS BETWEEN 1/32" AND 1/16" USE THOROLASTIC BRUSH GRADE ACRYLIC FILLING PRODUCT. FOR CRACKS LARGER THAN 1/16" BUT LESS THAN 1/4", USE THOROLASTIC KNIFE GRADE ACRYLIC FILLING PRODUCT. FOR CRACKS LARGER THAN 1/4", ROUTE OUT CRACK TO DEPTH OF CRACK (SEE REPAIR TYPE #2), USE AN INTERNALLY PLASTICIZED POLYURETHANE SEALANT COMPATIBLE WITH THOROLASTIC.

REPAIR TYPE #1

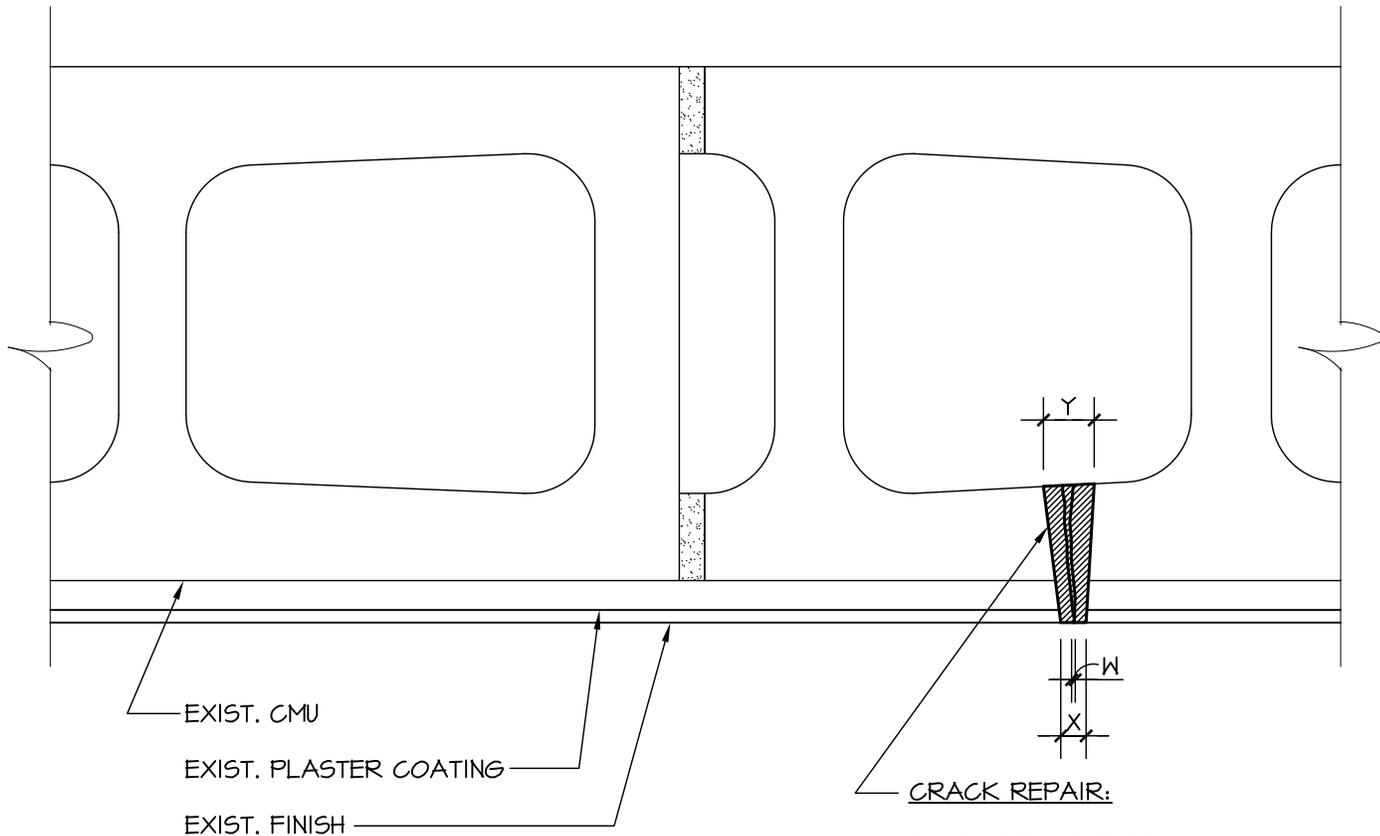
Scale	AS NOTED
Proj. Leader	BDR
Proj. Engineer	BDR
Drawn By	JM
Job Number	16101.00
Date	5/16/2016

PROJECT RIDGEFIELD HIGH SCHOOL		
FACADE REPAIR		
Project		
Address		
No.	Issue/Revisions	Date
		5/

Drawing Number
A

**The Di Salvo Engineering Group**  
Structural Engineers

83 Wooster Heights Road | Suite 200  
Lee Farm Corporate Park | Danbury, CT 06810  
203.490.4140 | www.tdeag.com



CRACK REPAIR:

- A. ROUTE OUT EXIST. CRACK AS SHOWN.
- B. CLEAN AWAY LOOSE MATERIAL AND DUST THEN DAMPEN CMU.
- C. TUCK POINT WITH TYPE N PRE-HYDRATED MORTAR FLUSH WITH EXIST. PLASTER COATING. SEE SKETCH B.1 FOR TUCK POINTING PROCEDURE.

$X = W + 1/2"$ $Y = W + 3/4" (X + 1/4" \text{ MIN.})$
--

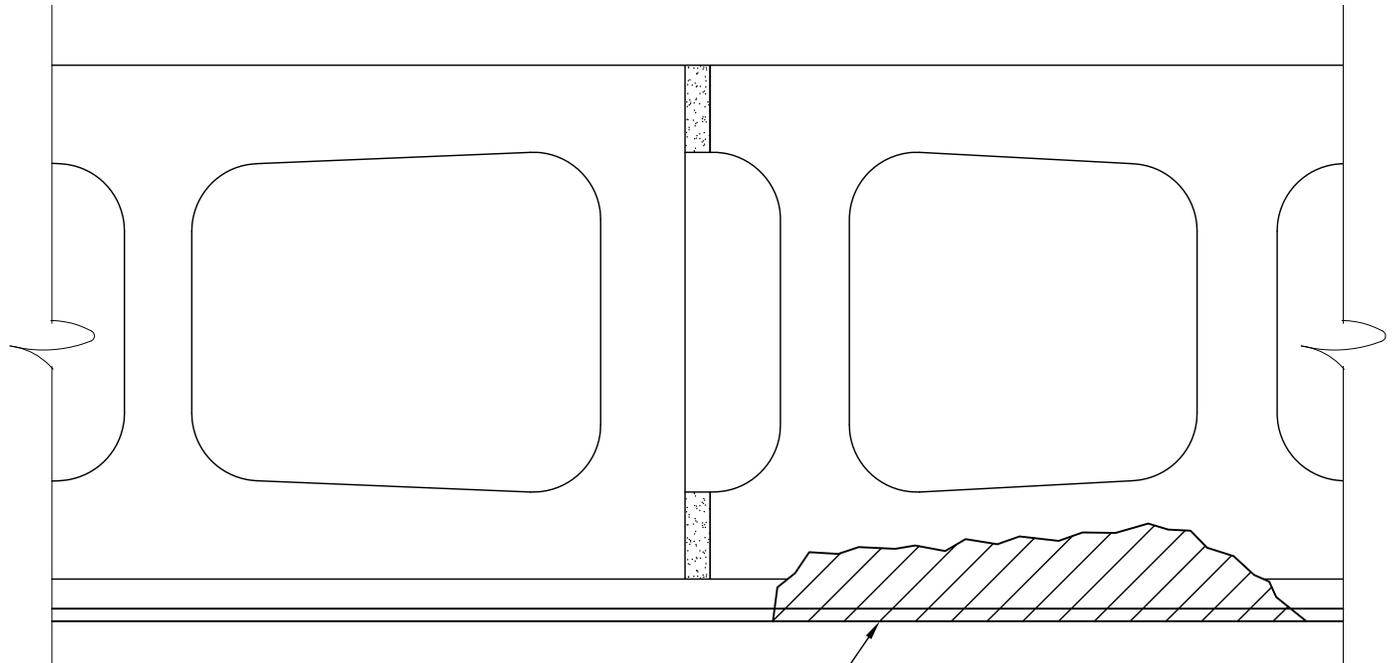
REPAIR TYPE #2

Scale	AS NOTED	PROJECTRIDGEFIELD HIGH SCHOOL	
Proj. Leader	BDR	FACADE REPAIR	
Proj. Engineer	BDR	Project	
Drawn By	JM	Address	
Job Number	16101.00		
Date	5/16/2016		
No.	Issue/Revisions	58	Date

Drawing Number
<b>B</b>

**The Di Salvo Engineering Group**  
Structural Engineers

83 Wooster Heights Road | Suite 200  
Lee Farm Corporate Park | Danbury, CT 06810  
203.490.4140 | www.tdeag.com



WHERE EXIST. FACADE IS SPALLED, CHIP ALL LOOSE MATERIALS AND SPALLS OFF. FILL DAMAGED AREA WITH "THORITE" FLUSH WITH EXIST. PLASTER SURFACE IN ACCORDANCE WITH PROJECT MANUAL

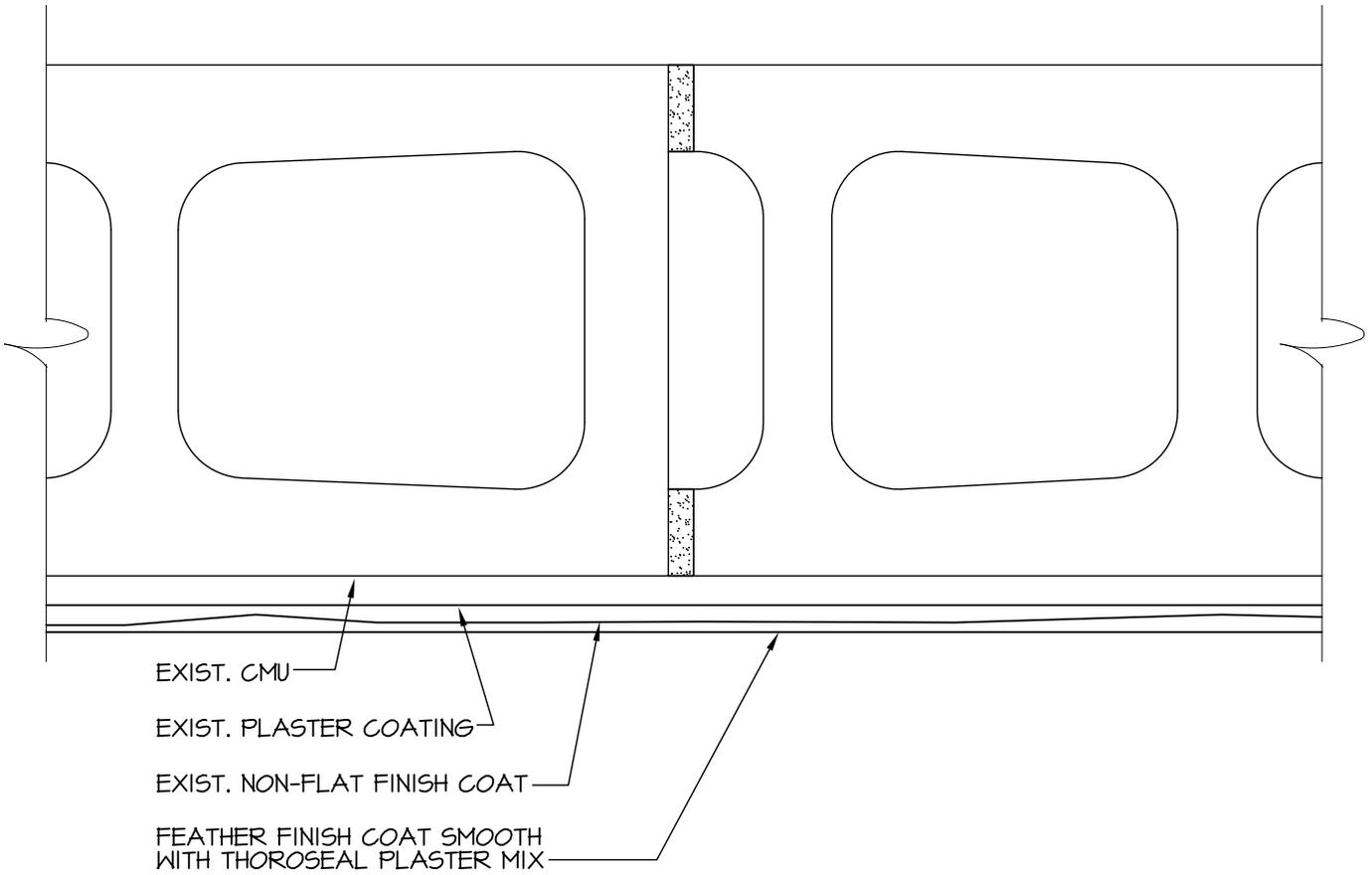
REPAIR TYPE #3



Scale	AS NOTED	PROJECTRIDGEFIELD HIGH SCHOOL		Drawing Number
Proj. Leader	BDR	FACADE REPAIR		
Proj. Engineer	BDR	Project		
Drawn By	JM	Address		
Job Number	16101.00			C
Date	5/16/2016			
No.	Issue/Revisions	59	Date	

**The Di Salvo Engineering Group**  
Structural Engineers

83 Wooster Heights Road | Suite 200  
Lee Farm Corporate Park | Danbury, CT 06810  
203.490.4140 | www.tdeag.com

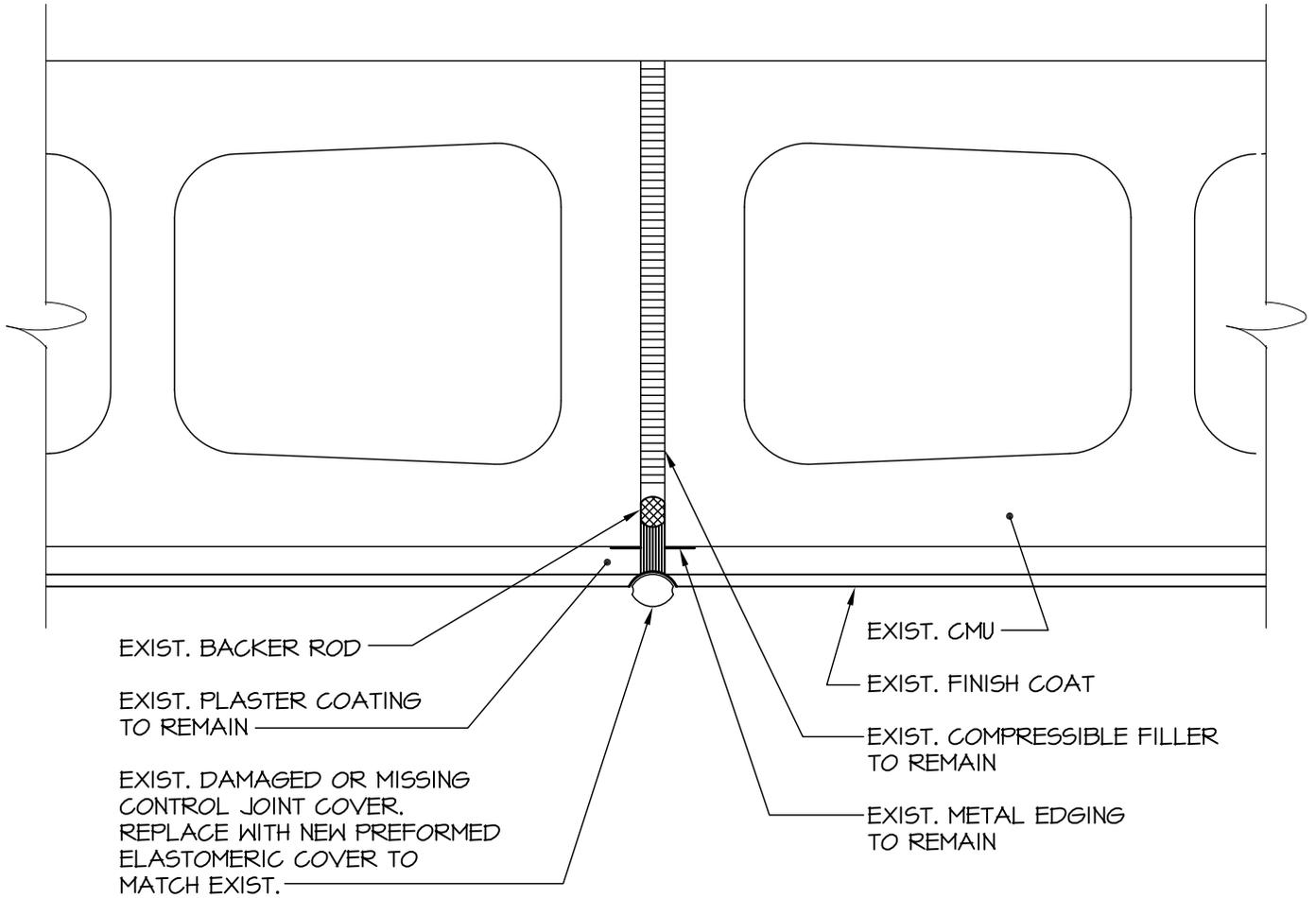


REPAIR TYPE #4

Scale	AS NOTED	PROJECT RIDGEFIELD HIGH SCHOOL		Drawing Number
Proj. Leader	BDR	FACADE REPAIR		
Proj. Engineer	BDR	Project		
Drawn By	JM	Address		
Job Number	16101.00			D
Date	5/16/2016			
No.	Issue/Revisions	60	Date	

**The Di Salvo Engineering Group**  
Structural Engineers

83 Wooster Heights Road | Suite 200  
Lee Farm Corporate Park | Danbury, CT 06810  
203.490.4140 | www.tdseng.com



REPAIR TYPE #5

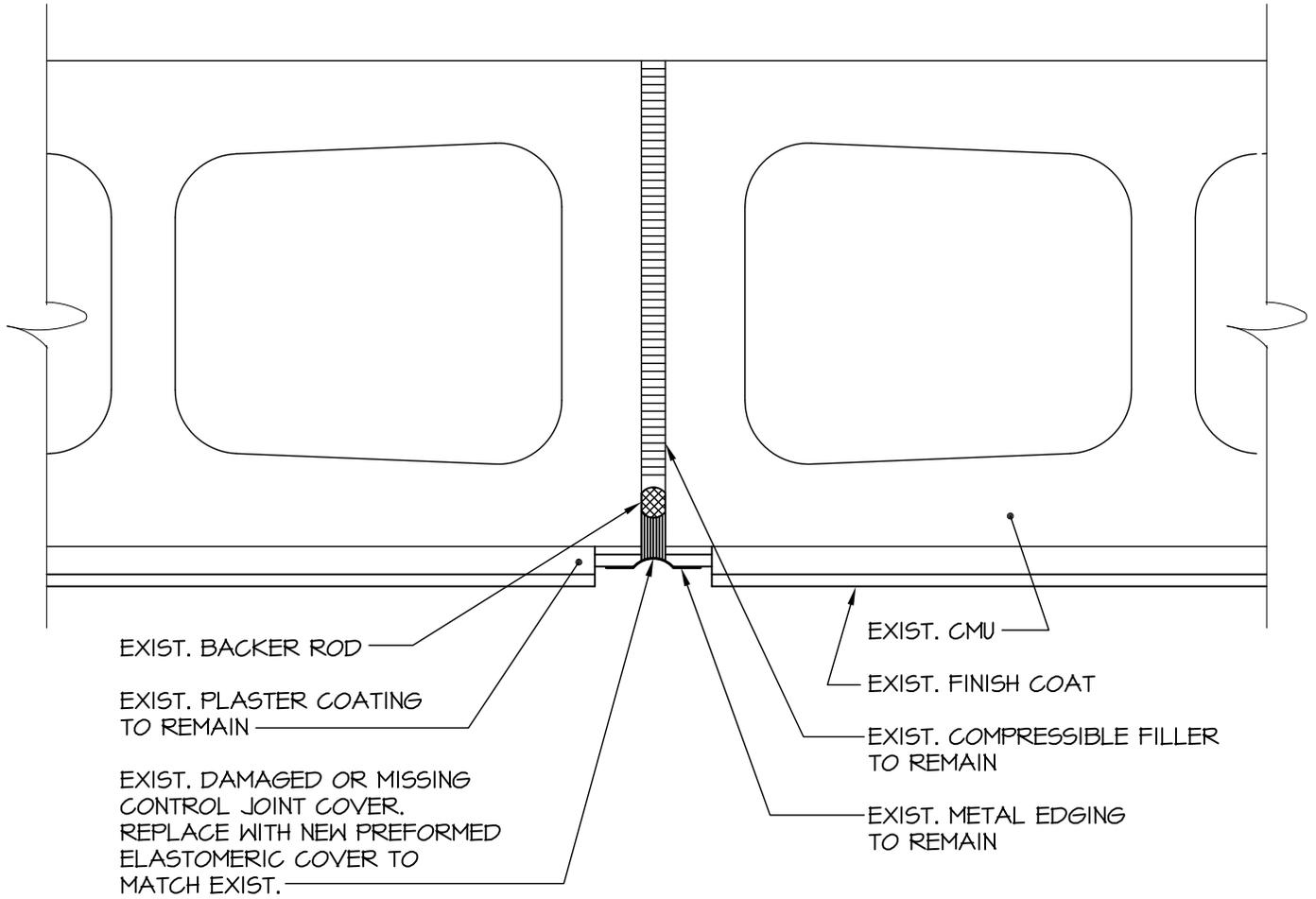
Scale	AS NOTED
Proj. Leader	BDR
Proj. Engineer	BDR
Drawn By	JM
Job Number	16101.00
Date	5/16/2016

PROJECT RIDGEFIELD HIGH SCHOOL	
FACADE REPAIR	
Project	
Address	
No.	Issue/Revisions
	61
	Date

Drawing Number
E

**The Di Salvo Engineering Group**  
Structural Engineers

83 Wooster Heights Road | Suite 200  
Lee Farm Corporate Park | Danbury, CT 06810  
203.490.4140 | www.tdseng.com



REPAIR TYPE #5

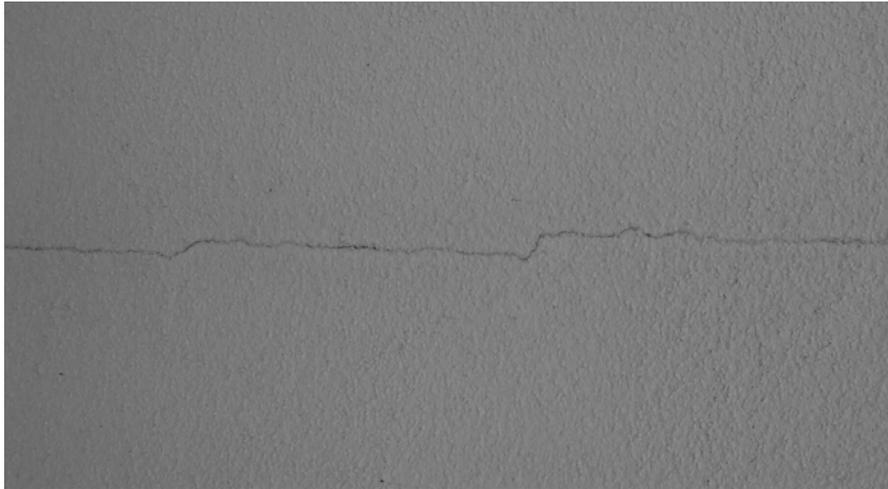
Scale	AS NOTED
Proj. Leader	BDR
Proj. Engineer	BDR
Drawn By	JM
Job Number	16101.00
Date	5/16/2016

PROJECT RIDGEFIELD HIGH SCHOOL	
FACADE REPAIR	
Project	
Address	
No.	Issue/Revisions
	62
	Date

Drawing Number
<b>E2</b>

**The Di Salvo Engineering Group**  
Structural Engineers

83 Wooster Heights Road | Suite 200  
Lee Farm Corporate Park | Danbury, CT 06810  
203.490.4140 | www.tdeag.com



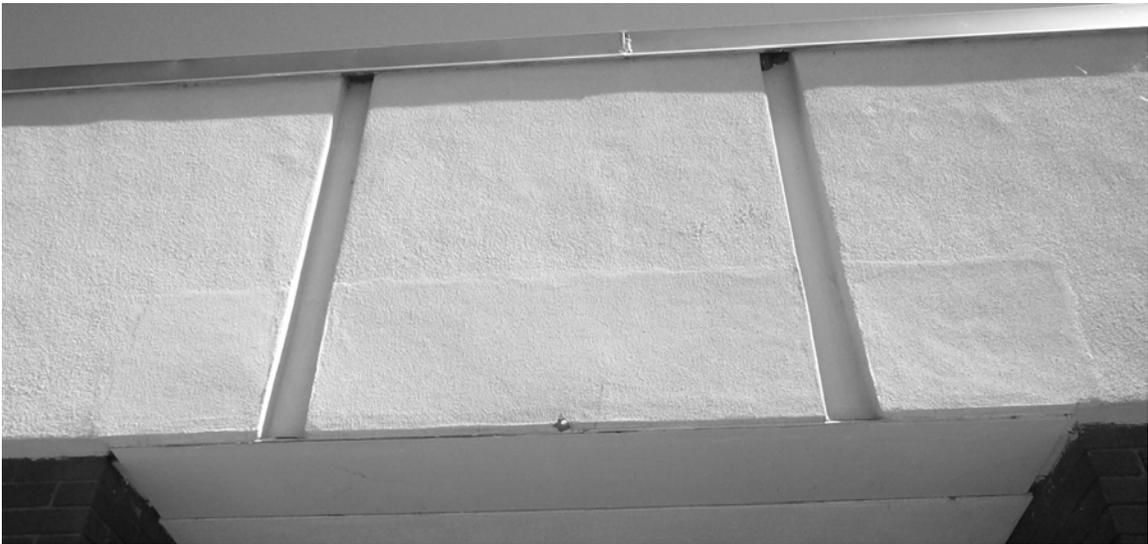
**Photo 1: Typical "Type 1" Defect**



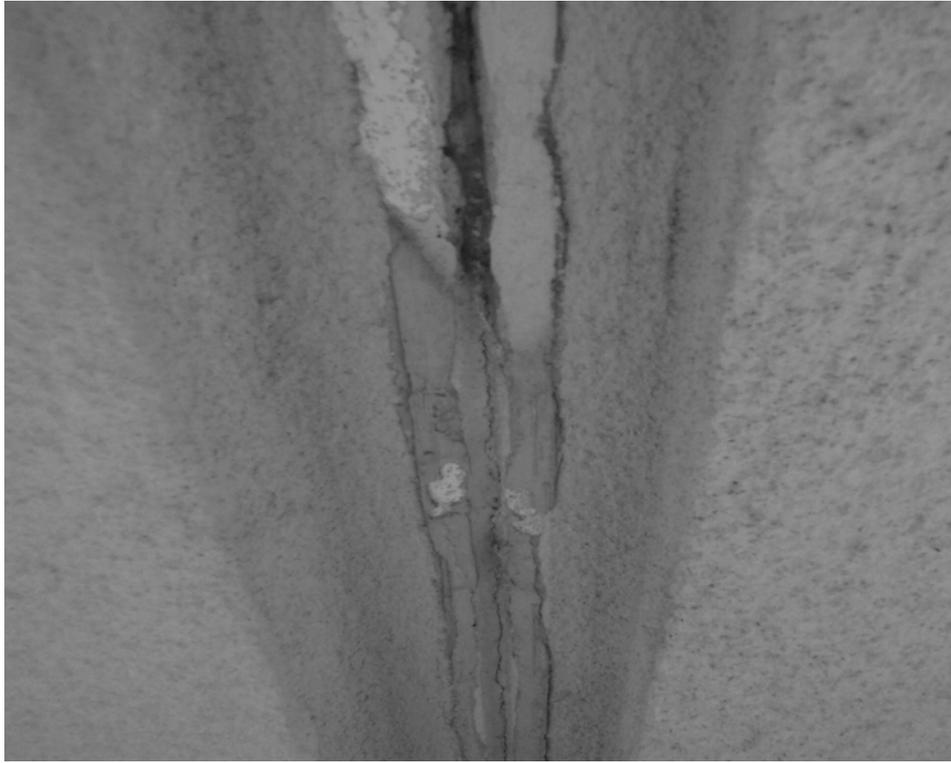
**Photo 2: Typical "Type 2" Defect**



**Photo 3: Typical "Type 3" Defect**



**Photo 4: Typical "Type 4" Defect**

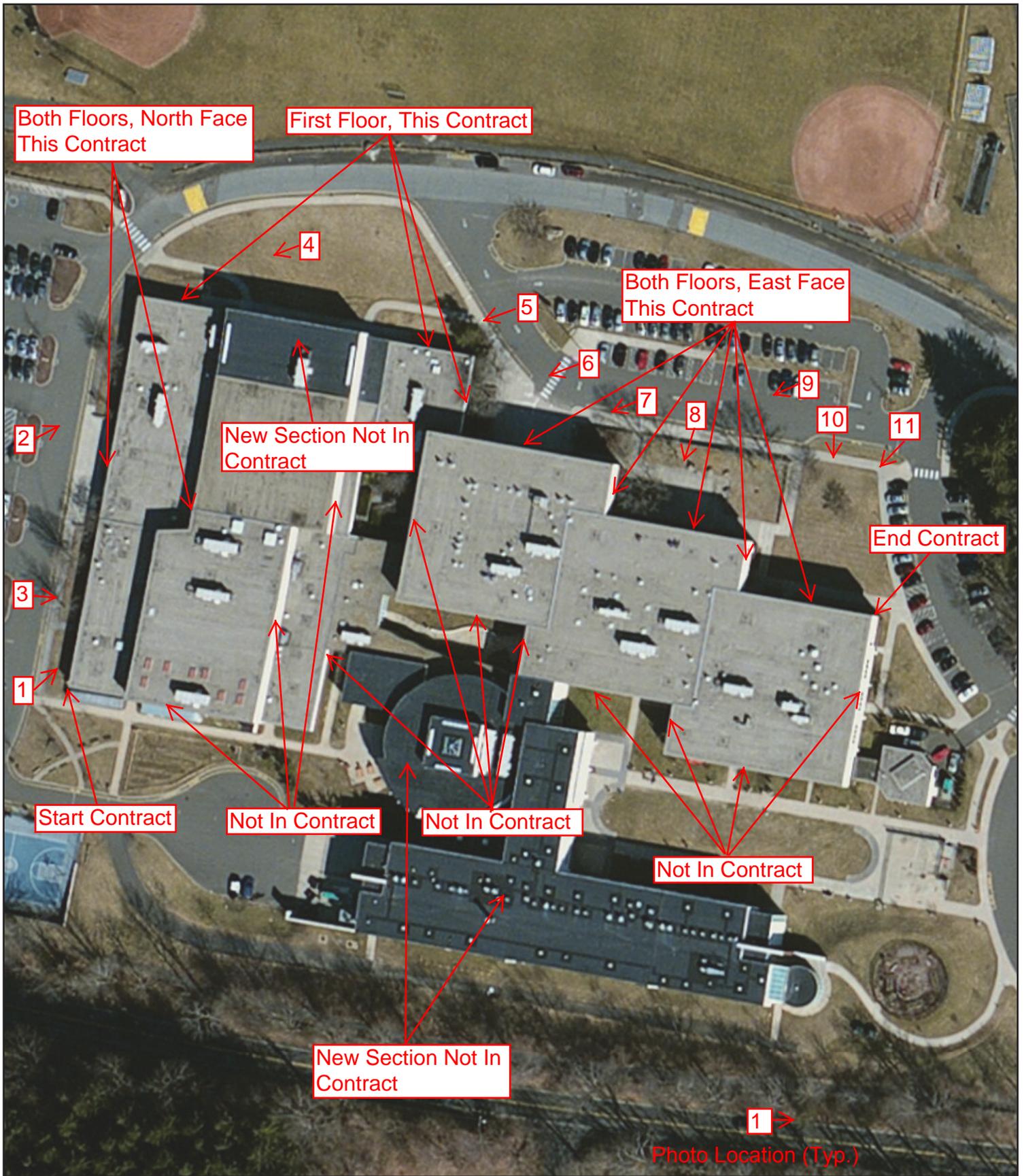


**Photo 5: Typical "Type 5" Defect**



**Photo 6: Typical Peeling of Existing Finish Coat**

Appendix B  
Site Photographs



The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

### Photo Location Plan, Facade Repair, Ridgefield High School

5/11/2016 1:09:16 PM



1:1200  
1"=100'





Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11

Appendix C

Prevailing Wage Rates

Project: Façade Repairs At Ridgefield High School

---

**Minimum Rates and Classifications  
for Building Construction**

ID# : B 22218

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

---

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Ridgefield

State#:

FAP#:

Project: Façade Repairs At Ridgefield High School

---

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.75	28.82
<hr/>		
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
<hr/>		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

---

As of: **Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

2) Boilermaker	35.24	25.01
----------------	-------	-------

---

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	30.19 + a
---	-------	-----------

---

3b) Tile Setter	34.30	24.15
-----------------	-------	-------

---

3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
---	-------	-------

---

3d) Tile, Marble & Terrazzo Finishers	26.43	20.59
---------------------------------------	-------	-------

---

3e) Plasterer	33.48	29.16
---------------	-------	-------

---

*As of:* **Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

-----LABORERS-----

---

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90 + a
---	-------	-----------

---

4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90 + a
--	-------	-----------

---

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90 + a
--	-------	-----------

---

4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.80	18.90 + a
---	-------	-----------

---

4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90 + a
---	-------	-----------

---

As of: **Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.55 18.90 + a

---

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 29.55 18.90 + a

---

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 18.90 + a

---

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 18.90 + a

---

4i) Group 10: Traffic Control Signalman 16.00 18.90 + a

---

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 31.45 23.54

---

**As of: Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

5a) Millwrights	31.84	23.99
<hr/>		
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.62	23.00 + 3% of gross wage
<hr/>		
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
<hr/>		
-----LINE CONSTRUCTION-----		
<hr/>		
Groundman	24.99	6.25%+11.81
<hr/>		
Linemen/Cable Splicer	45.43	6.25%+20.70
<hr/>		

As of: **Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

8) Glazier (Trade License required: FG-1,2)	35.08	19.35 + a
---	-------	-----------

---

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	34.47	31.09 + a
---	-------	-----------

---

----OPERATORS----

---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
--	-------	-----------

---

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.23	23.55 + a
--	-------	-----------

---

Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
--	-------	-----------

---

**As of: Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
--	-------	-----------

---

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
--	-------	-----------

---

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
--	-------	-----------

---

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
---	-------	-----------

---

Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
--	-------	-----------

---

Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
---	-------	-----------

---

**As of: Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder). 35.03 23.55 + a

---

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 32.99 23.55 + a

---

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 32.99 23.55 + a

---

Group 12: Wellpoint operator. 32.93 23.55 + a

---

Group 13: Compressor battery operator. 32.35 23.55 + a

---

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 31.21 23.55 + a

---

**As of: Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	30.80	23.55 + a
--	-------	-----------

---

Group 16: Maintenance Engineer/Oiler.	30.15	23.55 + a
---------------------------------------	-------	-----------

---

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
---	-------	-----------

---

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.04	23.55 + a
---	-------	-----------

---

-----PAINTERS (Including Drywall Finishing)-----

---

10a) Brush and Roller	31.52	19.35
-----------------------	-------	-------

---

**As of: Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

10b) Taping Only/Drywall Finishing	32.27	19.35
------------------------------------	-------	-------

---

10c) Paperhanger and Red Label	32.02	19.35
--------------------------------	-------	-------

---

10e) Blast and Spray	34.52	19.35
----------------------	-------	-------

---

11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	40.62	28.91
--	-------	-------

---

12) Well Digger, Pile Testing Machine	33.01	19.40 + a
---------------------------------------	-------	-----------

---

Roofer: Cole Tar Pitch	39.00	14.75 + a
------------------------	-------	-----------

---

**As of: Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	37.50	14.75 + a
---	-------	-----------

---

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	43.41	33.85
---	-------	-------

---

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	40.62	28.91
---	-------	-------

---

-----TRUCK DRIVERS-----

---

17a) 2 Axle	28.83	21.39 + a
-------------	-------	-----------

---

17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
-------------------------------	-------	-----------

---

As of: **Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

17c) 3 Axle Ready Mix	28.98	21.39 + a
-----------------------	-------	-----------

---

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.03	21.39 + a
---	-------	-----------

---

17e) 4 Axle Ready Mix	29.08	21.39 + a
-----------------------	-------	-----------

---

17f) Heavy Duty Trailer (40 Tons and Over)	29.28	21.39 + a
--	-------	-----------

---

17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.08	21.39 + a
--	-------	-----------

---

18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	41.37	20.77 + a
--	-------	-----------

---

**As of: Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

19) Theatrical Stage Journeyman	25.76	7.34
---------------------------------	-------	------

---

*As of:* **Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**As of: Monday, May 23, 2016**

Project: Façade Repairs At Ridgefield High School

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of: Monday, May 23, 2016**

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

***Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.***

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Opportunity • Guidance • Support



# CONNECTICUT DEPARTMENT OF

[Home](#)

[About Us](#)

[FAQ](#)

[Unemployment Benefits On-Line](#)

[Job Seekers](#)

[Employers](#)

[Labor Market Inform](#)

## STATUTE 31-55a

### - SPECIAL NOTICE -

#### To All State and Political Subdivisions, Their Agents, and Contractors

#### Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractor

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-55 shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to determine the rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each worker employed upon the work contracted to be done, and shall make any necessary adjustments to such payment or contributions paid or payable on behalf of each such employee, effective as of the date of the award of the contract.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002, shall be adjusted each July 1st for the duration of any project which was originally advertised for on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate information from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web Site. Those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to contractors on or before July 1st of each year. All subsequent annual adjustments will be posted on our Web Site for contractor information.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Division, Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790**

[Workplace Laws](#)

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000

[Home](#) | [CT.gov Home](#) | [Send Feedback](#)

State of Connecticut [Disclaimer](#) and [Privacy Policy](#). Copyright © 2002 - 2011 State of Connecticut

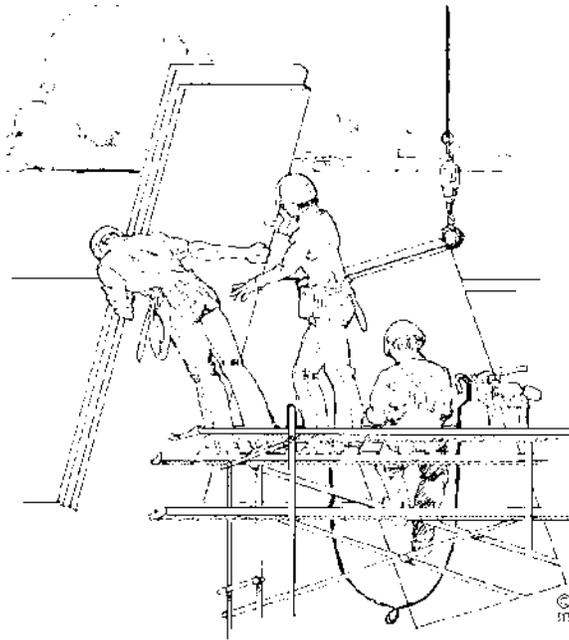
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with  
\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Date Issued: \_\_\_\_\_

## Information Bulletin

### *Occupational Classifications*

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

**\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **\*License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **\*License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc.

The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

**\*License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

**Definitions:**

1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

(b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

**Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

**Truck drivers are covered for payroll purposes under the following conditions:**

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

*For example: Truck drivers delivering asphalt are covered under prevailing wage while “engaged to wait” on the site and when directly involved in the paving operation, provided the total time is not “de minimus”*

**Truck Drivers are not covered in the following instances:**

- Material delivery truck drivers while off “the site of the work”
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

*These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.*

**For example:**

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

*Any questions regarding the proper classification should be directed to:*

*Public Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT 06109  
(860) 263-6543*

Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

### **Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

### **Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

### **Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

### **Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Appendix D

Lead Based Paint Screening Survey Report

---

# LIMITED EXTERIOR XRF LEAD BASED PAINT SCREENING SURVEY REPORT

for

**Ridgefield High School  
700 N Salem Road  
Ridgefield, Connecticut 06877**

*Prepared for:*

**Town of Ridgefield  
Engineering Department  
66 Prospect Street  
Ridgefield, CT 06877**

*Prepared By:*

**Langan CT, Inc.  
555 Long Wharf Drive  
New Haven, CT 06511**



---

**Matthew A. Myers  
Senior Hazmat Specialist**



---

**Jamie P. Barr, L.E.P.  
Senior Associate/Vice President**

**17 May 2016  
140130602**

## **LANGAN**

---

**TABLE OF CONTENTS**

	<u>Page No.</u>
<b>ACRONYMS</b> .....	<b>i</b>
<b>1.0 INTRODUCTION</b> .....	<b>1</b>
<b>2.0 LEAD-BASED PAINT (LBP) XRF SCREENING</b> .....	<b>1</b>
<b>3.0 CONCLUSIONS AND RECOMMENDATIONS</b> .....	<b>4</b>
<b>4.0 LIMITATIONS</b> .....	<b>4</b>

**TABLES**

Table 1	Summary of XRF Testing Results
---------	--------------------------------

**APPENDICES**

Appendix A	Lead XRF Testing Data Sheets
Appendix B	Site Photographs
Appendix C	Langan Certifications and Accreditations

## ACRONYMS

USEPA	United States Environmental Protection Agency
AHERA	Asbestos Hazard Emergency Response Act
OSHA	Occupational Safety and Health Administration
CFR	Code of Federal Regulation
NESHAPS	National Standards for Hazardous Air Pollutants
HUD	Housing and Urban Development
CTDPH	Connecticut Department of Public Health
RCRA	Resource Conservation and Recovery Act
PLM	Polarized Light Microscopy
TEM	Transmission Electron Microscopy
ACM	Asbestos-Containing Materials
LBP	Lead-Based Paint
PCB	Polychlorinated Biphenyls (PCB)
Sq. ft.	Square Feet
Ln. ft.	Linear Feet
mg/cm <sup>2</sup>	Milligrams per square centimeter
XRF	X-ray Fluorescence
AAS	Atomic Absorption Spectrometry

## 1.0 INTRODUCTION

Langan CT, Inc. (Langan) prepared this limited exterior XRF lead based paint screening survey report on behalf of the Town of Ridgefield to identify potential lead based paint associated with the planned cleaning and repainting of the front exterior walls at Ridgefield High School. The screening was limited to testing representative surfaces from the exterior shop area to the gymnasium.

### PROJECT INFORMATION

Client Name:	Town of Ridgefield - Ridgefield High School	Property Visit Date:	17 May 2016
Professional's project #:	140130602	Construction Dates:	1971
Consultant's Project Manager:	Matthew A. Myers	No. Buildings:	One
Phone No.:	203-562-5571	No. of Stories:	Two Story
Email:	<a href="mailto:mmyers@langan.com">mmyers@langan.com</a>	Bldgs. Gross Footage:	470,000 Square Feet
Property Address:	700 N Salem Road		
Property Town, State:	Ridgefield, Connecticut	Property Use:	High School Building

The following sections summarize limited XRF lead based paint screening results for the exterior wall portions of the building surveyed (wood shop to gymnasium).

## 2.0 LEAD-BASED PAINT (LBP) XRF SCREENING

A lead paint screening was performed at limited exterior locations using an X-Ray Fluorescence (XRF) lead paint analyzer. Matthew Myers and Hannah Griesbach, State of Connecticut DPH Certified Lead Inspectors (#000191 and #002211) performed the lead screening using a Niton XLp300.

LBP was not identified exceeding the HUD/EPA action level of equal to or greater than 1.0 mg/cm<sup>2</sup>. Detailed XRF screening result field sheets are provided in Appendix A.

**Table 1 - Summary of XRF Testing Results**

Survey ID #	Component	Substrate	Color	Test Location	Total Lead mg/cm <sup>2</sup>	Results	Comments
4	Lower Wall - Column	Concrete Like Material	Yellow /Off White	Exterior - Near Shop Areas	0	Negative	
5	Lower Wall - Column	Concrete Like Material	Yellow /Off White	Exterior - Near Shop Areas	0	Negative	
6	Middle Wall - Column	Concrete Like Material	Yellow /Off White	Exterior - Near Shop Areas	0	Negative	
7	Middle Wall - Panel	Concrete Like Material	Yellow /Off White	Exterior - Near Shop Areas	0	Negative	
8	Upper Wall - Panel	Concrete Like Material	Yellow /Off White	Exterior - Near Shop Areas	0	Negative	
9	Lower Soffit	Metal	Yellow /Off White	Exterior - Near Shop Areas	0	Negative	
10	Lower Soffit Trim	Metal	Yellow /Off White	Exterior - Near Shop Areas	0.01	Negative	
11	Lower Window	Metal	Brown	Exterior - Near Shop Areas	0	Negative	
12	Lower Wall - Column	Concrete Like Material	Yellow /Off White	Exterior - Library Area	0	Negative	
13	Upper Wall - Panel	Concrete Like Material	Yellow /Off White	Exterior - Library Area	0	Negative	
14	Lower Soffit	Metal	Yellow /Off White	Exterior - Library Area	0	Negative	
15	Lower Soffit Trim	Metal	Yellow /Off White	Exterior - Library Area	0	Negative	

16	Middle Wall - Panel	Concrete Like Material	Yellow /Off White	Exterior – Library Area	0	Negative	
17	Lower Window	Metal	Brown	Exterior – Library Area	0	Negative	
18	Lower Wall - Column	Concrete Like Material	Yellow /Off White	Exterior – Main Entry	0	Negative	
19	Lower Soffit	Metal	Yellow /Off White	Exterior – Main Entry	0	Negative	
20	Lower Soffit Trim	Metal	Yellow /Off White	Exterior – Main Entry	0	Negative	
21	Middle Wall - Panel	Concrete Like Material	Yellow /Off White	Exterior – Main Entry	0	Negative	
22	Wall	Brick	Brown Paint	Exterior – Gym	0	Negative	
23	Wall	Concrete Block	Gray	Exterior – Gym	0.13	Negative	
24	Lower Soffit Trim	Metal	Yellow /Off White	Exterior – Gym	0	Negative	
25	Lower Soffit	Metal	Yellow /Off White	Exterior – Gym	0	Negative	
26	Wall - Panel	Concrete Like Material	Yellow /Off White	Exterior – Gym	0.01	Negative	
27	Door	Metal	Black	Exterior – Gym	0.16	Negative	
28	Wall - Panel	Concrete Like Material	Yellow /Off White	Exterior – Rear Gym	0	Negative	
29	Wall – Between Panel	Concrete Like Material	Yellow /Off White	Exterior – Rear By Addition	0	Negative	
30	Wall - Panel	Concrete Like Material	Yellow /Off White	Exterior – Rear By Addition	0	Negative	

Contractors completing cleaning, painting and renovation activities should be aware that OSHA has not established a level of lead in a material below which 29 CFR 1926.62 does not apply. The contractor shall comply with exposure assessment criteria, interim worker protection and other requirements of the regulation as necessary to protect workers and occupants/residents.

The information in this report does not constitute a comprehensive lead inspection under the Connecticut Department of Public Health Regulations, Section 19a-111-1 to 11. The inspection was an XRF lead screening utilizing an XRF and does not satisfy the testing requirements of US EPA's Renovation, Repair and Painting Rule (RRP) under 40 CFR 745.80 through 92. Reliance on this report for determining RRP or CT DPH applicability is not authorized by Langan.

DISCLAIMERS: Some locations/materials were not surveyed during this inspection due to inaccessibility or not identified as scope of work. The exterior yellow/white/concrete wall/paint and caulking/sealant materials were not sampled for possible asbestos and/or PCB content. They should be assumed to contain hazardous materials if they are to be disturbed.

### **3.0 CONCLUSIONS AND RECOMMENDATIONS**

Langan provides the following conclusions and recommendations, based on the findings of the limited exterior wall XRF lead based paint screening survey:

LBP was not identified exceeding the HUD/EPA action level of equal to or greater than 1.0 mg/cm<sup>2</sup>. Contractors completing cleaning, painting and renovation activities should be aware that OSHA has not established a level of lead in a material below which 29 CFR 1926.62 does not apply. The contractor shall comply with exposure assessment criteria, interim worker protection and other requirements of the regulation as necessary to protect workers and occupants/residents. The contractor must comply with all applicable State and Federal regulations, including but not limited to lead OSHA regulations.

### **4.0 LIMITATIONS**

The conclusions and recommendations presented in this report are professional opinions based solely upon Langan's visual observations, test data, and current regulatory requirements. These conclusions and recommendations are intended exclusively for the purpose stated herein, at the site indicated, and for the project indicated.

It is important to recognize that even the most comprehensive scope of services may fail to detect all hazardous materials that may be associated with the property. Therefore, Langan cannot act as insurers and cannot "certify" that all hazmat associated with the property have been identified, and no expressed or implied representation or warranty is included or intended in our report, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

Any suspect material that is not listed in this report must be assumed as a regulated and/or hazardous material (asbestos, PCB, etc.) until confirmed otherwise via laboratory testing.

**Appendix A**  
**Lead XRF Testing Data Sheets**

PRELIMINARY XRF  
LBP TESTING DATA SHEET

Client Name: Town of Ridgely Project No. Ridgely High School  
 Site Address: 700 N. Salem Road Survey Date: 5/17/16  
 140130602

Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings			Results	Comments
					K Shell mg/cm2	L Shell mg/cm2	K-Fe mg/cm2		
1	Internal Calib.								
2	Calibration						1.2		
3	Calibration						1.1		
4	Wall Column	Concrete/Metal	Yellow/off white	Exterior Test. Column shop area			0		
5	Wall Column			↑			0		
6	Wall column			mid column			0		
7	Wall panel			↓ wall panel			0		
8	soffit			upper panel			0		
9	soffit	Metal		lower			0		
10	Trim	Metal		↑			0.01		
11	Window	Metal	Brown	Shop area			0		
12	Wall column	concrete like metal	Yellow/off white	lower 1. brick area			0		
13	Wall panel			upper			0		
14	soffit	Metal		lower			0		
15	Trim			↑			0		
16	Wall panel	concrete like material		middle			0		
17	Window	Metal	Brown	lower			0		
18	Wall column	concrete like material	Yellow/off white	lower main entry			0		
19	soffit	Metal		↑			0		
20	Trim			middle			0		
21	Wall panel	concrete like material		lower			0		
22	Wall	Brick	Brown painted	lower gym (recess)			0		
23	Wall	concrete block	Gray	upper			0.13		
24	soffit trim	Metal	Yellow/off white	lower gym side			0		
25	soffit			↑			0		

Notes: N = Negative  
P = Positive



**Appendix B**  
**Site Photographs**



## **Appendix C**

### **Langan Certifications and Accreditations**

EMPLOYER'S COPY  
STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
NAME  
MATTHEW A. MYERS  
VALIDATION NO 03-183830  
CERTIFICATE NO 000077  
CURRENT THROUGH 04/30/16  
PROFESSION  
ASBESTOS CONSULTANT-PROJECT MONITOR  
SIGNATURE \_\_\_\_\_  
COMMISSIONER

EMPLOYER'S COPY  
STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
NAME  
MATTHEW A. MYERS  
VALIDATION NO 03-183831  
CERTIFICATE NO 000041  
CURRENT THROUGH 04/30/16  
PROFESSION  
ASBESTOS CONSULTANT-INSP/MGMT PLANNER  
SIGNATURE \_\_\_\_\_  
COMMISSIONER

EMPLOYER'S COPY  
STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
NAME  
MATTHEW A. MYERS  
VALIDATION NO 03-183829  
CERTIFICATE NO 000058  
CURRENT THROUGH 04/30/16  
PROFESSION  
ASBESTOS CONSULTANT-PROJECT DESIGNER  
SIGNATURE \_\_\_\_\_  
COMMISSIONER

EMPLOYER'S COPY  
STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
NAME  
MATTHEW A. MYERS  
VALIDATION NO 03-183832  
CERTIFICATE NO 000191  
CURRENT THROUGH 04/30/16  
PROFESSION  
LEAD INSPECTOR RISK ASSESSOR  
SIGNATURE \_\_\_\_\_  
COMMISSIONER

**CERT# L-600 - 816**

**CHEMSCOPE TRAINING DIVISION  
LEAD INSPECTOR/RISK ASSESSOR REFRESHER  
8 HOUR TRAINING CERTIFICATE  
Matthew Myers  
555 Long Wharf Drive , New Haven CT**

Has attended an 8 hour course on the subject discipline in English on  
9/3/2015 and has passed a written and hands on skills examination.

The above individual has successfully completed the above training course approved in accordance with the Department of  
Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.  
Course syllabus includes all required topics of State of Connecticut DPH and EPA.

**Examination Date: 9/3/2015  
Expiration Date: 9/3/2016**

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations  
(U.S.C. 1001 and 15 U.S.C. 2615), I certify that this training complies with all applicable requirements of Title IV of TSCA, 40  
CFR part 745 and any other applicable Federal, State, or local requirements.



Ronald D. Arena  
Training Manager

Chem Scope, Inc.  
15 Moulthrop Street  
North Haven CT 06473  
(203) 865-5605

**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC HEALTH**

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

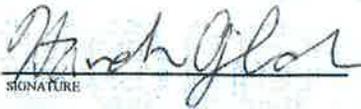
THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
**LEAD INSPECTOR**

HANNAH H GRIESBACH

CERTIFICATE NO.  
**002211**

CURRENT THROUGH  
**11/30/16**

VALIDATION NO.  
**03-373498**

  
SIGNATURE

  
ACTING COMMISSIONER

# CERTIFICATE OF ACHIEVEMENT

*This certifies that*

**Hannah Griesbach**  
218 Mansfield Street, #2, New Haven, CT 06511  
000-00-9779

*has successfully completed the*

## LEAD INSPECTOR REFRESHER

*Training Course  
conducted by  
Cardno ATC*

73 William Franks Drive  
West Springfield, MA 01089  
(413) 781-0070

*Mary B. Field*  
Principal Instructor:

December 2, 2015  
Date of Course

CTLIR-238  
Certificate Number

December 2, 2015  
Exam Date

December 2, 2016  
Expiration Date

*Gregory Mouch*  
Regional Training Manager

*Training received complies with the requirements of the  
Connecticut Department of Public Health pursuant to Section 20-477 of the Connecticut General Statutes.*