

# **City of Norwich**

Department of Finance – Purchasing Agent 100 Broadway, Room No. 105 Norwich, CT 06360 Phone: (860)823-3706 Fax: (860)823-3812

E-mail: whathaway@cityofnorwich.org

#### **INVITATION FOR BIDS**

Bid No.: 7494

Due Date and Time: May 27, 2015 at 2:00 P.M.

Title: Rose City Senior Center Renovations and Modernizations

**Special Instructions:** There will be a **mandatory** pre-bid for all general contractors on May 12, 2015 at 10:00 A.M. All interested parties are to meet at the Rose City Senior Center, 8 Mahan Drive, Norwich, CT. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the meeting and will not be able to submit a bid for this project.

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 7494

Not to be opened until May 27, 2015 at 2:00 P.M.

#### **Return Bids to:**

William R. Hathaway, Purchasing Agent City of Norwich 100 Broadway, Room 105 Norwich, CT 06360-4431



**Bid No.:** 

Title:

7494

# CITY OF NORWICH, CONNECTICUT PLEASE RETURN THIS FORM IMMEDIATELY!

# **Acknowledgement: Receipt of Bid Documents**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help

**Rose City Senior Center Renovations and Modernizations** 

the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued. Date Issued: May 1, 2015 Date Documents Received: \_\_\_\_ Yes Do you plan to submit a response? Print or type the following information: Company Name: Address: Telephone: Fax: E-mail Address: Received by: Note: Faxed or e-mailed acknowledgements are requested. (860)823-3812 Fax No.:

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS BID

Fax or e-mail this sheet only. A cover sheet is not required.

whathaway@cityofnorwich.org

E-mail:

# CITY OF NORWICH DEPARTMENT OF PUBLIC WORKS

# ROSE CITY SENIOR CENTER RENOVATIONS AND MODERNIZATIONS



BID No. 7494

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# CITY OF NORWICH INVITATION TO BID

# BID NO. 7494

# Rose City Senior Center Renovations and Modernizations

Sealed bids for the Renovations and Modernizations of the Rose City Senior Center will be received at the Office of the Purchasing Agent at City Hall, 100 Broadway, Norwich, Connecticut until 2:00 p.m. prevailing time, on Wednesday, May 27, 2015 and will be publicly opened and read aloud.

A <u>Mandatory</u> Pre-Bid meeting will be held on-site, 8 Mahan Drive, Norwich, CT on Tuesday May 12, 2015 at 10:00 a.m. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the pre bid meeting.

Plans, Specifications and information for bidders may be downloaded from the following websites:

City of Norwich http://www.norwichct.org

State of Connecticut http://das.ct.gov

Public Purchase <a href="http://www.publicpurchase.com">http://www.publicpurchase.com</a>

Funding for this project is provided by Connecticut's Historic Restoration Fund. The Bidder must be an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

# <u>BID SURETY IN THE FORM OF A CERTIFIED CHECK OR BOND IN THE AMOUNT</u> OF 5% OF SUCH BID IS REQUIRED.

Bidder is to submit bid on the forms provided, and in the manner requested. Bids must be deposited with the Purchasing Agent before the time specified above. Bids transmitted by facsimile will not be accepted.

# The right is reserved to reject any or all, or any part of any or all bids when such action is deemed in the best interest of the City.

All Bids received must be in a sealed envelope. Each envelope is to be marked on the front with bid number and the bidder's name. All final awards of the bid subject to comply with Ordinance # 1235, adopted 12/3/91.

WILLIAM HATHAWAY PURCHASING AGENT

The City of Norwich is an Affirmative Action/Equal Opportunity Employer

#### INFORMATION FOR BIDDERS

#### ARTICLE 1 RECEIPT AND OPENING OF BIDS

Sealed bids for the Rose City Senior Center Renovations and Modernizations will be received at the office of the Purchasing Agent, City Hall, Norwich, Connecticut, at the time specified in the advertisement for bids, then opened and read aloud. The envelopes containing the bids must be sealed and designated as "Bid No. 7494 Rose City Senior Center Renovations and Modernizations".

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Conditional or qualified bids will not be accepted. Any bid received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the Owner and the bidder.

# **ARTICLE 2 PREPARATION OF BID**

Each Bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. All bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings together with all Addenda thereto.

# ARTICLE 3 TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed and postmarked prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices or items will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modifications.

#### **ARTICLE 4 CORRECTIONS**

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

# ARTICLE 5 WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for the opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the opening of the bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

#### ARTICLE 6 QUALIFICATIONS OF THE BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

#### ARTICLE 7 OBLIGATIONS OF THE BIDDER

Bidders must satisfy themselves by personal examination at the site of the proposed work, by review of the Drawings and Specifications including Addenda, and by additional means as they may prefer, as to the actual conditions, requirements, and limits of the proposed work, and as to the accuracy of the information and statements herein contained, and the submission of any bid will be accepted by the Owner as satisfactory proof that the bidder has satisfied himself in these respects. The bidder shall not at any time after the submission of a bid dispute or complain of such statements or information, nor, assert that there was any misunderstanding in regard to the nature, or amount of work to be done. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder of his obligation to furnish all materials except those materials furnished by the Owner and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his bid, if his bid is accepted.

#### ARTICLE 8 CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others. The Contractor must satisfy himself by his own investigation and research as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the work to existing

facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the work to be done and labor and materials needed.

# ARTICLE 9 INFORMATION SUPPLIED TO BIDDERS

The Owner shall provide to bidders prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from any officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

# ARTICLE 10 BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5 percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

### ARTICLE 11 METHOD OF AWARD-LOWEST QUALIFIED BIDDER

If, at the time this Contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract, the Contract will be awarded on the lowest bid by a responsible bidder, availability of bidder and bidder considered best suited to the Owner's needs in the Owner's opinion. If such bid exceeds such amount, the Owner expressly reserves the right to increase or decrease any class, item, or part of the work, and this reservation includes the omission of any such item, items, class, or part of the work as may be decided by the Owner at unit prices submitted by the bidder to bring the Contract within available funds; or the Owner may reject all bids. In determining the lowest qualified bidder the total price bid for the Base Bid will be used.

The term "lowest responsible bidder" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

# ARTICLE 12 ALTERNATES

Bid Alternate Definitions: A Bid Alternate is defined as a specific scope of work, products, materials, equipment, or systems for the work not included in the Base Bid work, and which may, at the Owner's option and under terms established herein, be selected and recorded in the Contract to supplement basic requirements of the contract documents. Alternates may or may not substantially change scope and general character of the work; and must not be confused with "allowances," "unit prices," "change orders," "substitutions," and other similar provisions. The bid price for the Bid Alternate is not included in the Base Bid price.

Bid Alternate Pricing: The bid price for the alternate bid shall include all cost associated with the changes, additions or other adjustments to the work in this Bid package described in the Alternate or reasonably inferred therefrom. The bid alternate price shall include the costs of all labor, materials, equipment, time, general conditions, general requirements, bonding, overhead, profit, and insurance for the work. Claims for extras resulting from the acceptance or rejection of any bid alternate will not be allowed.

Bidders must provide a bid for each Bid Alternate. If no bid is provided for any of the Bid Alternates contained in the bid proposal or if any bid for such an Alternate is obviously unbalanced either in excess of, or below reasonable fair market values, then the entire bid will be considered nonresponsive, and the bid will be rejected.

Award of the Contract: The Award of the Contract will be made to the lowest responsible bidder for the Total Amount of work that the City decides to fund – which may, or may not include the bid price for any Bid Alternates. The Owner shall have the right to accept or omit any Bid Alternate. The Drawings, Specifications, and other Contract Documents shall be considered appropriately modified by either the acceptance or omission of any Bid Alternates.

Bid Bonds: Bid Bond amounts shall be at least 5% of the sum of the Base Bid plus all Bid Alternates.

Time to Complete: The contract completion date will not be adjusted if any of the Bid Alternates are added.

Notification: After award of the Contract, one or more Bid Alternates for which funds are available may be added to the Contract at the discretion of the Owner. The adjustment of the

Contract price shall be solely based on the bid price for the alternates added. The Contractor will be notified as to which alternates will be included in the Contract within seven (7) calendar days of the Award of Contract.

### ARTICLE 13 EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the Owner. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond and insurance certificates within five (5) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. The Contractor shall furnish a performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, as security for faithful performance of the Contract.

The Bidder, five (5) days after notification of award shall have three (3) copies of the Performance Bond, Payment bond, Insurance Certificates, Save harmless endorsement and Agreement ready for a contract signing with the Owner at the Owner's place of business, at which time a pre-construction conference will be scheduled.

# ARTICLE 14 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 5 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal the surety deposited with his bid.

### ARTICLE 15 NOTICE TO PROCEED

The Notice to Proceed shall be issued within five (5) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor.

#### ARTICLE 16 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Time Of Completion: The contract shall be complete by Sept. 15, 2015.

Liquidated Damages: The bidder must agree also to pay as liquidated damages, the sum

of \$200.00 for each consecutive calendar day thereafter the Contract completion date, that the contract work is not complete as hereinafter provided in the Contract and General Conditions.

#### ARTICLE 17 POWER OF ATTORNEY

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

### ARTICLE 18 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other prebid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to City Engineer, Department of Public Works, 50 Clinton Ave., Norwich, CT 06360. In order to be given consideration, such request must be made at least 7 days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the-Specifications, which, if issued, will be e-mailed with return receipt requested to all prospective bidders, not later than five days prior to the date fixed for the opening of bids. All Addenda so issued shall become a part of the Contract Documents.

# ARTICLE 19 UNCERTAINTY OF QUANTITIES

The quantities listed in the bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Contract; and the Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty of the quantities of the work involved which cannot be predicted in advance The work under certain items may be materially greater or less than that given in the bid, as may be necessary in the judgment of the Owner to complete the work contemplated in the Contract.

Under the Contract, the Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid.

Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

#### ARTICLE 20 ITEMS NOT LISTED IN THE BID

Appurtenant items of work shown on the Drawings or specified or required to complete the work but not listed separately under the list of items in the bid shall be included in the cost of payment under the various applicable bid items of work and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items prior to bidding on the project.

# ARTICLE 21 BALANCED BIDDING

Minus bidding on any item or items of the Specifications is prohibited. Bids should be made on each separate item of work shown in the bid (Proposal) with reasonable relation to the probable cost of doing the work included in such item and the right is reserved to reject wholly any bid in case any item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions of the work are increased or decreased as provided in the Contract Documents.

# **ARTICLE 22 PRICES**

Bidders shall state the proposed price for the work by which the bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the Contract, the Specifications, and the Drawings. The price or prices proposed shall be stated both in words and in figures, and any bid not so stated shall be rejected.

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the unit prices written in words and the unit prices written in figures, the unit prices written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the bid form.

# ARTICLE 23 NONDISCRIMINATION

The Contractor agrees and warrants 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, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

#### ARTICLE 24 EMPLOYMENT OF LABOR

The wages paid to all workmen employed upon the work herein contracted to be done shall be at a rate equal to or greater than the Federal and State Wage rates as provided herein, and wages prevailing for the same work in the same trade or occupation in the Norwich area as determined by the labor Commissioner of the State of Connecticut. See Section 31.53 of the General Statutes of the State of Connecticut, Revision of 195S, as amended.

Public Act 79-325 passes by the 1979 Legislature covers exemptions from Section 31.53 of the General Statutes. Under the new exemptions, effective October 1985, the regulations that the prevailing wage must be paid for work performed by contractors and subcontractors in connection with work on public facilities will not apply:

# All Bidders are informed that the project is considered as repair work.

All Bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

The Contractor shall provide certified payroll sheets to the Owner which include all employees involved with the project for each payroll period during the course of the project.

### ARTICLE 25 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws and municipal ordinances for the construction, reconstruction, alteration, remodeling, repair or demolition of public works and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be seemed to be included in the Contract the same as though herein written out in full.

#### ARTICLE 26 PAYMENT FOR DRAWINGS AND SPECIFICATIONS

See Advertisement for Bids

# ARTICLE 27 CONSTRUCTION SCHEDULE

Prior to start of work the Contractor will be required to submit a construction schedule showing the order in which he proposes to carry on the work, including dates at which he will start and finish various parts of the work conforming to major divisions of the specifications.

### ARTICLE 28 TAXES

The <u>City of Norwich</u> is considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be identified separately or excluded from the bid prices.

# ARTICLE 29 OCCUPATIONAL SAFETY & HEALTH REGULATORY COMPLIANCE

Successful bidders must demonstrate compliance with the applicable safety and health acts including without limitation, 29CFR 1910.146 "Permit Required Confined Spaces". "Sub-part P - Excavations" Part 1926 [Amended], Sections 1926.650, 651 and 652.

To demonstrate compliance, bidders must provide, with the bid response, documentation supporting compliance with the above standards. This includes: Written company policy and procedure Documentation of employee training and Equipment lists.

The contractor is responsible for ensuring OSHA compliance, and his responsibility includes supervising and monitoring work site conditions for OSHA compliance. If the contractor uses subcontractors the contractor is responsible for ensuring that the subcontractors fulfill their obligations with respect to employee safety, particularly including those which affect the entire site.

The Owner shall consider OSHA violations(s) over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether contractor is a responsible bidder.

If there has been an OSHA violation within the past five (5) years (measured from the date of the bid), the contractor shall provide copies of the citation(s), all documents regarding final determination of such citations including settlement any explanation(s) of such violation(s).

# ARTICLE 30 NON-RESIDENT CONTRACTORS

Connecticut General Statute §12-430(7) requires that:

When a non-resident contractor enters into a contract they must post a 5% cash or guarantee bond for the total amount with the Commissioner of Revenue Services; **or** Any person dealing with a non-resident contractor without first obtaining a certificate of compliance <u>must</u> deduct 5% from the amount payable to the non-resident contractor and submit it to the state.

If the requirements are not met, the general contractor will be liable for all Connecticut taxes imposed.

All questions shall be directed to John Duda or Bill Hackett at the State of Connecticut Department of Revenue Services Discovery Unit at 860-541-3280 (option 7).

#### FORM OF PROPOSAL

ATTENTION: Mr. William Hathaway

City of Norwich Rose City Senior Center Renovations & Modernizations 8 Mahan Drive Norwich, CT

# Gentlemen:

Having examined the Bidding Documents entitled, "City of Norwich Department of Public Works, Rose City Senior Center, Renovations & Modernizations, 8 Mahan Drive, Norwich CT.", dated March 31, 2015 as prepared by Fred Marzec-Architects, LLC, and having visited the site and familiarized ourselves with local conditions, we, the undersigned, will contract to provide all necessary tools, apparatus, implements, freight, cartage and other expenses of any description and shall do all work and shall furnish all materials necessary for the complete construction of the "City of Norwich Department of Public Works, Rose City Senior Center, Renovations & Modernizations, 8 Mahan, Norwich, CT.", in accordance with the Contract Documents and all Addenda for the Contract Bid Price of:

	Dollars, (\$	.00)
The BASE BID sum above includes scheduled	l, Architectural, Mechanical	, Electrical and
Plumbing Renovations & Modernizations indi	cated in the Construction Do	ocuments.
	Amount included in E	BASE BID
Architectural:		
Carpeting (Carpet Tile)	\$	
Painting	\$	
Scheduled Window Seals	\$	
Cleaning and Repairs to EIFS	\$	
Vinyl Wall Covering		
Repairs	\$	
Removal	\$	
Cleaning of Existing Foundation	\$	
General Repairs:		
HVAC System RTU- Replacement	\$	
Technologies / Communication Work:	\$	<del></del>

Subcontractors are not to carry the cost of their Performance, Labor and Material Payment Bond for the entire scope of the Project, unless requested by the General Contractor. However, the General Contractor is required to carry same.

If awarded the Contract, we, the undersigned, will pursue the work continuously and will complete the work within \_\_\_\_\_\_calendar days from the date of the signing of the Contract, or the signing of a "letter of intent". The signing of either of the above documents shall be construed as giving written "Notice to Proceed"

<u>Time to completion:</u> (review Summary of Work and required completion date)

# Project Superintendent:

If awarded the Contract, we, the undersigned, shall provide a "full-time" "Project Superintendent who will be at the Project Site whenever work is in progress or there are personnel form the General Contractor or his sub- contractors on site.

# Sales and Use Taxes/Building Permit:

We, the undersigned, state that the proposed contract sum indicated above <u>does not</u> include the cost of the building permit; application fees, and testing etc., but includes the cost for "<u>Training Fee'</u> and does not include any and all sums of Monies for the State Sales and Use Tax.

# Allowances

We, the undersigned, state that the allowances in section 01020 are included in the Base Bid and summarized herein.

Allowance #1	\$
Allowance # 2	\$
Alternates:	
We, the undersigned state that the pro	posed contract sum stated above does not include
the following alternates specified in S	ection 01030, Alternates summarized herein;
Alternate # 1	\$
Alternate # 2	\$
Alternate # 3	\$

#### Unit Prices:

We, the undersigned, further agree that the unit prices listed below shall determine the value of any extra work or changes. They shall be considered complete including all material, labor, installation costs measured in place, overhead and profit, and shall be used uniformly for either additions or deductions, and that credit to the Owner for any and all such work that may be omitted shall be computed on the basis of unit prices ten (10) percent less than those herein stated for addition work.

Costs measured in place, overhead and profit, and shall be used uniformly for either additions or deductions, and that credit to the Owner for any and all such work that may be omitted shall be computed on the basis of unit prices ten (10) percent less than those

herein stated for additional work.

<u>Item</u> <u>Description</u>		<u>Unit</u>	<b>Amount</b>
1. New Carpet Tiles (removal & install	SY.	\$	
2. Painting (patch, repair, prep and 1 co	,	SF	\$
3. EFIS: cleaning – repairs	,	SF	\$
4. Repair of ceramic floor tile:		SF	\$
5. Roof Top Units		EA.	\$
6. Repair of column concrete work –		PD-2	\$
7. Repairs to damaged Wall Base			
Wall at existing pool room		PD-3	\$
Wall at program room #2		PD-3a	\$
8. New Grab Bars at Men's & Wom's		PD-4	\$
9. Work at existing coat racks		PD-5	\$
10. New Threshold:			
		PD-6	\$
		PD-7	\$
11. Roof-top Equipment Guards		PD-8	\$
12. New Technology:			
Communication Outlets		EA.	\$
Addendum:  We, the undersigned, acknowledge the rece Addendum No, dated Addendum No, dated	d	_	
Signed and sealed this	_day of	<u>,</u> 2015	i
(Seal where required) *by	(Legal Name	of Bidder)	
•	(Signature of		
(Title)	)		
	(Business Add	dress)	
*Note: If signed by an agent of the Bidder,	attach current j	power of attorn	ney certifying

\*Note: If signed by an agent of the Bidder, attach current power of attorney certifying agent's authority.

# END OF FORM OF PROPOSAL

#### **INDEX TO GENERAL CONDITIONS**

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# <u>CITY OF NORWICH</u> <u>DEPARTMENT OF PUBLIC WORKS</u> GENERAL CONDITIONS

#### 1. **DEFINITIONS**

- A. Owner The Owner of the project is the City of Norwich acting by the Director of Public Works.
- B. <u>Contractor</u> The term "contractor" as hereinafter used shall refer to the General Contractor for this work or his authorized representative.
- C. <u>Owner's Representative</u> The term "Owner's Representative" as hereinafter used shall refer to any representative of the Department of Public Works who is appointed by the Department to supervise the work and shall extend to and include any engineer or inspector whom he shall designate to inspect, test, or oversee the work herein specified.
- D. <u>Department</u> Whenever this term is used in these General Conditions, "Department" shall mean City of Norwich, Department of Public Works.
- E. <u>City</u> Wherever the term "City" is used in these General Conditions, it shall mean the City of Norwich, the City of Norwich Department of Public Works.
- F. <u>Contract</u> Wherever the term "Contract" is used in these General Conditions, it shall mean the actual bid form, specifications, drawings, General Conditions and formal purchase order issued to the successful bidder.

#### 2. BID FORM

Attached to these specifications is a bid form which shall be used by the contractor submitting bids on this work.

Bids for this work shall be received at the Office of Purchasing Agent, City of Norwich; City Hall Building, at the time of the date designated on the bid forms, and will be publicly opened and read at the time and place, for this work. One copy of bid is for bidders.

Discrepancies between the indicated product of item unit and unit price and the correct product will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

#### 3. BID SECURITY

Each contractor submitting a bid shall accompany it with bid Surety in the form of cash, certified check or bid bond equal to 5% of the bid. Should the contractor refuse to go through with the work after having been awarded it by the Owner within the scheduled time, he shall then forfeit the Bid Surety to the Owner who shall use the surety to offset costs to the next lowest bidder or if the contractor fails to provide satisfactory performance and payment bonds as required. The bonding company must be licensed to do business in the State of Connecticut.

#### 4. WAGE RATES AND LABOR LAWS

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 1. of Public Act No. 93-392 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town of Norwich. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

Please be advised that effective October 1, 1993, Public Act 93-392 requires that all employers on a public works project shall submit weekly to the contracting agency a certified payroll and compliance statement. The certified payroll shall be considered a public record, and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-15, Connecticut General Statutes.

Upon award of the contract, the contractor shall certify under oath, to the labor commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under the contract.

The provisions of Public Act No. 93-392 shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

All bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

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#### 5. CONTRACTOR'S BONDS AND INSURANCE

Each bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, furnish and file with the City of Norwich, a corporate surety bond or equivalent security, guaranteeing completion of the job in accordance with the proposal and a labor and material payment bond guaranteeing payment of all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work. This bond or equivalent shall be for 100% of the amount of the contract. The cost of the bonds is to be figured as part of the cost of the job. The Surety company must be one licensed to do business in the State of Connecticut and must be satisfactory to the Owner.

The successful bidder must, within ten (l0) days from the date of acceptance of his proposal, file with the City of Norwich, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the City of Norwich, in compliance with the law, and in the following form and amount:

#### COMPREHENSIVE GENERAL LIABILITY

Premises - Operations - Products/Completed Operations

General Aggregate \$2,000,000.00 Occurrence \$2,000,000.00

COMPREHENSIVE AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00

WORKMEN'S COMPENSATION Statutory

EMPLOYERS LIABILITY; \$100,000.00

Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

Any additional insurance coverage that may be required for permits issued by other authorities having jurisdiction over the work site shall be provided by the successful bidder.

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the City.

No contract shall be binding upon the City of Norwich until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated above have been filed with the City and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the City of Norwich will receive at least ten (l0) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the City's interest. The cost of all insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the City of Norwich. THE CITY OF NORWICH MUST BE NAMED AS ADDITIONAL INSURED.

#### 6. <u>NONRESIDENT CONTRACTOR BOND</u>

Connecticut General Statute Section 12-430(7) requires that when a nonresident contractor enters into a contract they must post a 5% cash or guarantee bond for the total contract amount with the Commissioner of Revenue Services. Bond forms are included at the end of the General Conditions.

#### 7. INDEMNITY OF CITY BY CONTRACTOR

The Contractor shall <u>indemnify</u> and <u>save harmless</u> the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind of nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of contractors or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract. The contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any wise

come against the City or which may in any wise result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the City resulting from the failure to maintain sufficient railing or fence as required by Section 13a-111, Conn. General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Conn. General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

#### 8. PERMITS, LICENSES AND LAWS

The contractor shall obtain all necessary permits or licenses from the proper authorities and shall give all notices required by law or ordinance, and shall pay all fees and charges incident to the due and lawful prosecution of the work and shall comply with all laws, ordinances and regulations relating thereto.

#### 9. RIGHT TO REJECT BIDS

The City of Norwich reserves the right to reject any and all bids to waive any technicalities and to make such awards, including awards not to the lowest bidder, as it deems in its opinion to be the best interest of the City of Norwich, awards made by the City of Norwich shall be final and conclusive and without recourse or appeal by any remaining bidders.

#### 10. BIDDERS TO EXAMINE SPECIFICATIONS AND VISIT SITE OF WORK

Bidders must carefully examine the specifications, and in addition must use whatever means may be necessary to completely satisfy themselves not only of the quantity of equipment and labor and the extent and requirements of the work, but also of the actual conditions under which the work specified is to be performed. It is therefore pre-requisite that all bidders shall visit the site of the work to determine actual conditions for themselves. No future plea of ignorance of existing conditions shall be considered as a basis for additional compensation.

If bidders fail to fully understand any clause or requirement of the specifications, inquiry must be made of the Owner's Representative for his interpretation of the specifications in advance of the submission of a bid. Failure on the part of the bidder to acquaint themselves thoroughly with the work to be performed and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the contract. The signature of the bidder upon the bid shall be considered proof of his acceptance of full responsibility in this respect.

#### 11. REPRESENTATION OF CONTRACTOR

The contractor represents and warrants that he is financially solvent and that he is experienced and competent to perform the type of work outlined on the specifications and drawings and that he has carefully examined the drawings and specifications along with addendum (or addenda), if any, and the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property. He further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the contractor.

#### 12. COMPETENT HELP TO BE EMPLOYED

The contractor shall employ an experienced superintendent and foremen, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, or guilty of being noisy, profane, or otherwise disruptive to the surrounding working environment, he shall be discharged immediately upon the request of the Owner and shall not again be employed on the work.

#### 13. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person applicant for employment or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the contractor as related to the provisions of this section.

#### 14. SCOPE OF WORK

The contractor, as promptly and as economically as practicable, shall perform all necessary engineering services, shall procure, order and furnish all of the required materials (unless furnished by the Owner), labor, equipment, tools, plant, etc. and perform all of the services necessary for the construction, installation and completion of, and shall construct, install and complete all work called for and described in the specifications, drawings and other descriptive data that may be referred to herein. The Department will provide benchmarks and control stakes in order to complete the work. The contractor shall protect and maintain these points for the duration of the construction. It is the obligation of the contractor to utilize these benchmarks and stakes to determine lines and grades, and to provide his own grade stakes.

#### 15. MATERIALS

Unless otherwise specified the Contractor warrants that all materials shall be new and shall be of good quality. The Contractor shall, if required by the Owner, furnish shop drawings, samples or other satisfactory evidence as to the kind and quality of materials as directed by the Owner, and all materials thereafter furnished by the Contractor shall be in strict accordance with such approved submittals.

#### 16. SUB-CONTRACTS

The Contractor agrees to obtain the agreement of every subcontractor to be bound to terms and conditions materially and substantially comparable to those contained herein unless otherwise authorized and approved by the Owner.

#### 17. <u>ASSIGNMENT</u>

No assignment or transfer of the contract, or of any money or moneys due or to become due thereunder, or any part of such contract or of such money, will be permitted, until and unless the same shall be approved by the Owner, nor shall the contractor subcontract any substantial portion of this contract without Owner's written consent.

#### 18. SEPARATE CONTRACTS

The Owner shall have the right to let other contracts in connection with this work or other work and the Contractor shall afford other Contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate its work with theirs. The Contractor shall be liable for any damage that it, its agents or employees may cause to any other contractor and shall save Owner harmless therefrom. The Owner also reserves the right to perform work related to the contract with his own employees.

#### 19. PARTIAL INVALIDITY

The Owner and Contractor agree that they will perform their obligations hereunder in accordance with all applicable laws, rules, regulations and ordinances now and hereafter in effect. If any term or provision of these conditions shall be found to be illegal or unenforceable then, notwithstanding, these conditions shall remain in full force and effect and such term or provision shall be deemed stricken.

#### 20. LIGHTS, BARRIERS, FENCES, FLAGMEN AND INDEMNITY

The Contractor shall put up and maintain such barriers, fences, drums and warning lights, danger warning signals and signs as will absolutely prevent accidents during the construction work and protect the work and insure the safety of personnel and public at all times and places; and the contractor shall defend, indemnify and save harmless the City and its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the contractor or his sub-contractor, or their servants or agents including any claims arising out of failure to erect and maintain sufficient railing or fence as required by Section 13a-111, Connecticut General Statutes. The fact that the City may retain the control of the premises, or that it or its agents may take action to erect or maintain signs and barricades shall not relieve the contractor's obligation hereunder.

Contractor shall furnish, maintain and use, and cause all his sub-contractors to furnish, maintain and use all necessary safety devices and safe practices in prosecution of the work and to adopt, follow and maintain such additional safety measures as in the opinion of the Owner's Representative are conducive to safe operation by the contractor and the sub-contractor. The Owner's Representative shall have the right to order any and all work suspended where, in the Owner's Representative's opinion such work is not being carried on in a safe and proper manner, or where persons and property are not being properly protected or safeguarded and such work shall not be resumed until the Owner's Representative's requirements have been met and the Owner's Representative has directed that work shall resume. The work required by the preceding paragraph shall be totally at the contractor's expense.

In addition to above, when and as necessary, or when required by the Owner, the contractor shall post signs and employ watchmen or flagmen for directing of traffic at the site and for excluding at all times unauthorized persons from the work, for which the contractor will not be paid additional compensation.

#### 21. FIRE PRECAUTION

The Contractor shall take adequate precaution against fire; keep flammable material at an absolute minimum; and insure that such

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material is properly handled and stored. The contractor shall not permit fires to be built or open salamanders to be used in any part of the work without the express approval of the Owner.

#### 22. "OR APPROVED EQUAL" CLAUSE

Whenever a particular brand, make of material, device or equipment is shown as required on bid form by using the name of the proprietary product of a particular manufacturer or vendor, it is to be regarded merely as standard. Any brand, make of material, device or equipment which will perform adequately, may be considered equal and satisfactory providing the bidder offering "or equal" brand, make of material, device or equipment will be responsible for furnishing complete data to the Owner so that he may ascertain if the material is of equal substance and function in his (the Owners) opinion. It shall not be purchased or installed without his written permission.

#### 23. TERMINATION FOR CONVENIENCE

The City hereby reserves the right to terminate the performance of this contract for any reason the City deems appropriate, upon five (5) days written notice to the contractor. The City will pay all actual costs to date of termination, however the contractor shall not be entitled to any profit on unfinished or unearned work.

#### 24. TITLE TO WORK

The title to all work completed or in the course of construction, and all materials on account of which any payment has been made by the Owner to the Contractor, shall be in the Owner.

#### 25. TIME OF COMPLETION

The contractor shall commence work within 10 days upon receiving notification from the Owner's Representative to do so unless otherwise stated in the bid form and shall follow-up the work diligently without interruption until completed in accordance with the specifications, on or before the date set forth in the specifications.

#### 26. INSPECTION

The Owner or persons designated by the Owner shall have access to and the right to inspect all work in the course of construction.

#### 27. SPIRITUOUS LIQUORS

The contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

# 28. WORK CHANGES

The Owner may make changes by altering, adding to or deleting from the work, without invalidating the contract, but all such changes must be mutually agreed upon in writing, after a breakdown of estimated costs and changes in the contract sum attributable thereto and a statement of any necessary changes in time of completion, between the Owner and the contractor before proceeding with the execution of the work. All such changes in the work shall be authorized on a change order. Charges or credits for work covered by the approved change shall be either (a) an agreed lump sum or (b) time and materials basis.

#### 29. CLAIMS FOR EXTRA WORK

After the contract has been signed, no claims for extra work will be honored, unless authorized in writing by Owner.

#### 30. DEFAULTS

If the contractor shall fail in this prosecution of the work under this contract, to perform any provisions of this contract, the Owner after a five (5) days written notice to the contractor to remedy said failure, and upon the refusal or neglect of the contractor to remedy such failure, the Owner, without prejudice to any other remedy the Owner may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Owner shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the contractor. Any expense or cost arising out of the contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongly supplied, may be paid by the Owner for the account of the Contractors and deducted from the contract sum then or thereafter due the contractor.

#### 31. TAXES

Purchases made by the City of Norwich, Connecticut, are considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be excluded from the bid prices.

#### 32. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The contractor shall also insure that all his operations and those of his sub-contractor abide by the provisions of the William Steiger Occupational Safety and Health Act of 1970, Public Law 91-956 and all subsequent amendments. In the event of any inconsistencies between the above laws and regulations and the provisions of these conditions, the laws and regulations shall prevail. If the Owner or Representative assigned to the work find the contractor or his sub-contractor are not abiding with this act, the Owner shall immediately stop all work until the contractor or sub-contractor adhere to the provisions of the act at no additional cost to the Owner.

#### 33. COMPLIANCE WITH NON-DISCRIMINATION

Through the policies and programs set forth in this plan, the City of Norwich undertakes to comply fully with all applicable Federal, State and Local laws relating to equal employment opportunity, affirmative action, and non-discrimination, and of the contractor's obligations thereunder. The City will not enter into any contract in the knowledge or belief that the contractor will discriminate on prohibited grounds in employment.

In addition, the City of Norwich is specifically obligated to comply with the following laws and regulations where applicable.

Section 109, Housing & Community Development Act Titles VI and VII, Civil Rights Act of 1964 Title VIII, Civil Rights Act of 1968 Executive Order 11063 Section 3, Housing & Urban Development Act of 1968 Davis Bacon Act (40 U.S.C. 276A - 276A-7)

#### 34. WORK IN INCLEMENT WEATHER

The Owner or the Owner's Representative will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible. However, the Contractor shall, and shall cause his sub-contractors to protect carefully his and their work against damage of injury from the weather. If this is not done to the Owner's satisfaction and any damage to the work occurs, the work shall be removed and replaced at the expense of the contractor.

#### 35. PROTECTION OF TREES

The Contractor shall take special care to preserve and protect from injury all trees located along the line of construction and no such trees shall be cut down, trimmed or otherwise cut without permission of the Owner.

#### *ARCHEOLOGICAL FINDS*

The Contractor for the life of this contract, is herewith required to immediately notify the Engineer in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire cracked stones", or "stone flaking material" or any other such related items of historical significance are discovered.

#### 37. BLASTING

The approval of the Owner shall first be obtained before blasting is permitted. Before any explosive, such as dynamite or detonator caps, are stored or used, the contractor shall contact the Fire Department of the City of Norwich for instructions relative to the regulations for possession and use of explosives in the City of Norwich, Connecticut. The Contractor shall obtain all required permits and licenses for possession and use of explosives to be used on the sites of construction.

The Contractor shall also be responsible for the explosive materials at all times; for keeping of records regarding the explosives open at all times to inspection by the Police and Fire Departments of the City of Norwich, Connecticut; for the storage of explosive materials in a secure manner away from all tools, overnight or for any length of time at the site of construction; for the keeping of only such quantity of explosive material as may be needed for the work underway; for the immediate reporting to the Police and Fire Departments of the City of Norwich, Connecticut, of all unaccounted for explosive materials; for completely, adequately and carefully covering all blasts with suitable blasting mats in such a manner to prevent damage to landscape features, structures, facilities, privately owned and all other properties and surrounding objects and in a manner that will prevent injury to persons.

Unless specifically permitted, no blasting shall be done between the hours of 4:00pm and 7:00 am. on any day and no blasting will be allowed on weekends or legal holidays.

Receptacles especially constructed for use in the storage of explosives shall be provided for the storage of explosives and they shall be proof against bullets, fire or other conditions which might cause explosions of the contents. When the need for explosives is ended, all such

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materials remaining on the job shall be promptly removed from the premises.

The Contractor shall be responsible for conducting any visual surveys and documentary photography in the immediate vicinity of the proposed blast site prior to any blasting. The cost of conducting such surveys and photography shall be included in the unit prices for rock removal.

When blasting is not approved by the Owner, alternate means of rock removal shall be used, such as mechanical splitting or hydraulically splitting. If specified in the contract, the Contractor must perform tests on well water and structures prior to any blasting.

#### 38. POWER AND WATER

Should the Contractor require electric power and/or water, he shall make necessary arrangements with the Norwich Public Utilities

Department for securing it and bear any expense involved, unless expressly provided for otherwise in the specifications.

#### 39. TOILET ACCOMMODATIONS

The Contractor shall provide necessary sanitary toilet accommodations maintained in a sanitary condition for the workmen; chemical toilets will be permitted.

#### 40. CLEAN-UP

The Contractor shall regularly and at the completion of the job, clean up all excess backfill materials and debris of every nature in order that the sites worked upon shall be left in a presentable condition as existed at the start of the job. It shall be the responsibility of the Contractor to sweep and wash all surfaces and where mortar or grout has been deposited, the cleaning must be done before these materials have an opportunity to bond. In case of dispute, the Owner may remove the rubbish and charge the cost of such removal to the Contractor.

#### 41. GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Representative's final inspection and acceptance as evidenced by final payment. He shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of a faulty material or workmanship and indemnify and hold harmless the Owner from and against all loss or damage arising out of or in connection with any such defects.

#### 42. LIENS

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, the contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full covering all material and labor for which a lien could be filed against the Owner.

# 43. PAYMENTS

Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the contractor and shall be submitted to the Owner's Representative for checking and certification. The City shall retain 5% of invoices until substantial completion of the project is reached. Retainage shall be reduced to 2% upon discretion of the City at that time.

#### 44. PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay or to see to the payment of any sum to the sub-contractor. The owner can require a release of all liens for labor. (See Article 41)

#### 45. FINAL INSPECTION AND ACCEPTANCE

Upon receipt of written notice from the contractor that his work is completed the Owner's Representative will make a final inspection and will notify the contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at this own cost and expense and to the satisfaction of the Owner's Representative. Upon the completion of such alterations or repairs, the Owner's Representative will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner's Representative shall not prevent the City form recovering damages at any subsequent time for work found to be actually defective during the one year guarantee period that commences after final payment has been made.

#### 46. FINAL PAYMENT

The acceptance by the contractor of payment for the final invoice made after the Owner's Representative's certification of final acceptance as provided for in these General Conditions, shall release the City of Norwich and every agent of the City from all further claims or liabilities to the contractor of whatever nature except for the remaining sum or sums of money withheld under the provisions of the contract.

#### 47. CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

#### 48. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

The contractor shall keep at the site of the work at least one copy of the drawings and specifications, and shall at all times give the Owner and his representatives access thereto. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned on both.

#### 49. LOADING

No part of the materials involved in this contract shall be loaded during construction with a load greater than that it can carry with safety. Should any accidents or damages occur through any violation of this requirement, the contractor will be held responsible under his contract and bond.

#### 50. POLLUTION OF WATERS

Special care shall be taken to prevent contamination or muddying up or interfering in any way with the surface waters along the line of work. No Waste matter of any kind will be allowed to discharge into the ground waters or surface waters or other bodies of water.

#### 51. USE OF "HE", "HIS" OR "HIM"

Whenever in these General Conditions the masculine works, "he", "his" or "him" are used pertaining to the contractor or buyer, it shall be for brevity and in no way is any sexual discrimination intended.

#### 52. REFERENCE

Any reference to sections or articles shall be construed as pertaining to Connecticut State Highway Standard Specifications Form 816A.

#### 53. SURPLUS MATERIAL

The surplus material, if requested by the Engineer, shall be placed in designated areas, provided the haul does not exceed 1.5 miles. Should no area be designated, the Contractor shall dispose of the material beyond the limits of this project at a legal disposal site and in both instances this work will be done at no cost to the city.

# **END OF SECTION**

# **SECTION 01010 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

<u>RELATED DOCUMENTS:</u> Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

# **PROJECT/WORK IDENTIFICATION**

General: This Project "City of Norwich Department of Public Works, Rose City Senior Center Renovations and Modernization, 8 Mahan Drive, Norwich, CT." and is so described in Drawings and Project Manual known as Contract Documents, dated March 31, 2015.

# **CONTRACTORS, SUPPLIERS, VENDORS & TRADESMEN:**

# To all involved in this Project:

This work covers a set of indicated Architectural and HVAC Renovations & Modernizations to existing building components, to provide repairs, replacements, updates and general updates to equipment and finishes. The following is a generalized list of scheduled work, and is not complete or limited to items described below:

- \*Clean, repair and application of new sealants to existing 'Exterior Insulation \*Finish System' typically referred to as (EFIS) from 'Dry-Vit Finish Systems, circa 1993.
- \*Cleaning of existing exposed concrete foundation.
- \*Updates and Replacement of Existing indicated Rooftop equipments and connections.
- \*Replace window glazing components as indicated in details and written description.
- \*Removal and replacement of existing Carpet and Carpet Tiles at indicated locations with new Carpeting materials (carpet tiles and or sheet carpeting).
- \*Patching and repairing of damaged gypsum board wall and ceiling surfaces across the existing building area.
- \*Repair of existing vinyl wall covering.
- \*Repairs to existing thin set ceramic and quarry floor tiles as indicated in the drawings and specifications.
- \*General repairs to indicated building components and finishes.
- \*Repairs to damaged wall and floor connections at along the vinyl base line.
- \*General repairs to indicated gypsum board locations.
- \*Complete repairs ALL Gypsum Board Wall and Ceilings, Doors and Frames.

Contractor Note: The Owner and its staff will be responsible for the removal and

temporary storage of materials on or in (shelves, closets, bins, cabinets and such) from all room and spaces within the existing building. This contractor shall be responsible to work with, and establish a sequence of work and spaces to allow the owner and its staff time to clean and empty a room or group of rooms to allow the scheduled work indicated.

Contract Documents and of the work specified under the contract is to properly perform the indicated work in accordance to the Contract Documents prepared by the office of Fred Marzec – Architects, LLC, and dated as indicated on the drawings and project manual. All work shall be completed and accepted by the Owner prior to September 15, 2015 in compliance to the Grant and its requirements.

The work described does not address the full and complete scope of the project but provides a general list of the type work indicated for this project.

The Contractor is to prepare a work schedule, approved by the Owner and Design Team, carefully identifying areas of work, time frames, dates, etc. necessary and coordinated with Owner's ability to operate and the Contractor's ability to do scheduled construction.

The work shall continue until the project is completed and finished in every way, ready for the Owner's use occupation and as intended.

In addition all work must be prepared, administered and installed in a completely safe manner, securing the building and grounds at the end of each days work.

#### CONTRACTOR USE OF PREMISES:

<u>General</u>: The Contractor shall limit his use of the premises to the work indicated, so as to allow continued use of the building and the Owner's needed to schedule work by other contractors. This Contractor shall;

- 1. <u>Use of the Site:</u> Confine operations at the building site to the areas permitted under the Contract. Portions of the building site beyond areas on which work is indicated are not to be disturbed. Conform to rules and regulations affecting the work while engaged in project construction. Contact the Owner to coordinate the requirements for parking of trailers, equipment and work force vehicles.
- 2. Keep existing driveways and entrances serving the premises clear and available to the throughout the entire scheduled construction period. Do not use these areas for parking or storage of materials.
- 3. The site has a limited area to meet the Owners needs and services, do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.

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- 4. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place. NO PARKING IS ALLOWED WITHIN THE LIMITS OF WORK.
- 5. Precaution: The General Contractor shall maintain the site and building in a safe condition, free of debris, and the outside grounds adjacent to the building area for the protection of personnel at the project site during construction. Debris shall be cleaned up on a daily basis, leaving the site reasonably clean and in a safe manner the end of each days work.
- 6. Work under this contract covers and is integrated to work being performed under separate contract by others. This Contractor is required to perform coordination of contracts being administered by the Owner. One such other Contract is the ongoing roofing project with Garland/DBS, Inc. The work on the HVAC Roof Top Unit replacements will need to be coordinated with Garland. The contact at Garland is Tim Mulcahy 860-798-4095. Any work on roof itself will need to be done by Silktown Roofing in accordance with the Warranty.

<u>Contractor Use of the Existing Building:</u> Maintain the existing building in a safe and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

- 1. Keep public areas such as hallways corridors, stairs and offices free from accumulation of waste material, rubbish, or construction debris.
- 2. Smoking or open fires will not be permitted within the building enclosure or on the premises.

#### ALTERATIONS AND COORDINATION

<u>General:</u> The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams, and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.

#### MISCELLANEOUS PROVISIONS:

This Contractor to prepare a work specific schedule (graphic and written) showing dates and locations of various portions of work (i.e. demolition, new installation, painting

SUMMARY OF WORK 01010 Page - 3

Punch listing, inspection, etc.) The schedule to be reviewed by Owner, and Design Team, local Fire Marshal and Building Official with signed approval by Owner & Contractor prior to commencement of any construction work.

The approved work schedule to have place for each subcontractor to sign and acknowledging their scheduled dates, time and work.

# PROJECT REVIEW

This Contractor to review each area of work to the building and site to fully comprehend the type, volume of work, and any complexities which might be encountered in performing the scheduled work.

# PROJECT CONDITIONS

This Contractor is informed that work carried out under this scope of the Contract Documents is to acknowledge the above facts and procedures and construction means is to be coordinated and completed, acknowledging the occupancy of the building by the occupants and visitors. All necessary safety requirements insuring the proper standards for the occupation of their respective uses are to be carried out.

This Contractor to provide all means of producing proper ventilation in work areas through the use of mechanical means, reducing the accumulation of odors, fumes, or toxic gases from the construction procedures. No noticeable amount of accumulated odor, gas, or other substance as deemed by the local fire marshal and health official will be allowed.

At the close of each day's work, the building is to be clean of all accumulated construction debris, properly disposed off site; the building shall be secured from unauthorized entrance. There shall be no storage of trash or construction debris allowed inside overnight or when no construction work activity is planned.

The Contractor will be allowed the option of "Pre-Fabricating" work if in the Contractor's opinion he can complete the installation and required safety of the work within the scope of a typical day.

It is anticipated that some components of the project, such as carpet replacement, painting, and work on Alternate 1, may be completed during second shift work hours so as to minimize the disturbance to the occupants of the building.

#### **END OF SECTION 01010**

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# **SECTION 01020 - ALLOWANCES**

# PART 1 - GENERAL

# **RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division -1 Specification sections, apply to work of this section.

<u>Allowances</u> shall not include Contractor's costs for unloading and handling at site, overhead, profit and other expenses contemplated for stated allowance amounts. These shall be included in the Contract Sum and not in the allowances. Labor, installation cost and material cost shall be in the unit price method as addressed in the Form of Proposal.

Coordinate allowance work with related work to ensure that each selection is completely integrated and interfaced with related work.

# **DESCRIPTION OF REQUIREMENTS:**

<u>Definitions and Explanations:</u> Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work and further requirements thereof (if any) will be issued by change order.

<u>Types</u> of allowances scheduled herein for the work include the following:

Lump sum allowances Unit-cost allowances

<u>Selection and Purchase</u>: At earliest feasible date after award of Contract, advise Architect/Engineer of scheduled dates when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the work.

As requested by the Architect, obtain and submit proposals for the work of each allowance for use in making final selections, include recommendations for selection which are relevant to the proper performance of the work.

The Allowances indicated shall be held by the Contractor and administered by the Owner, who shall designate their use by the issue of appropriate change orders for minor changes in the work.

**ALLOWANCES Page - 1** 

Money not expended at the date of substantial completion shall be returned to the Owner and the Allowance terminated by change order.

# **SCHEDULE OF ALLOWANCE:**

# Allowance #1:

For unforeseen conditions & issues

\$ 5,000.00

**END OF SECTION 01020** 

# **SECTION 01030 - ALTERNATES**

# PART 1 - GENERAL

# **RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division -1 Specification sections, apply to work of this section.

# **DESCRIPTION OF REQUIREMENTS:**

- <u>Definition:</u> An alternate is an amount proposed by Bidders and stated on the Bid Form that will be <u>Added to or Deducted</u> from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.
- <u>Coordination:</u> Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- Notification: Immediately following award of the Contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, or rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- <u>Schedule:</u> A "Schedule of Alternates" is included at the end of this section.

  Specifications referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
- Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

# **SCHEDULE OF ALTERNATES:**

# **Alternate # 1: (Add) Construction of Wall Enclosure:**

The existing Ceramics Room indicates the construction of and modifications to existing floor and walls for and the creation and separation of the current Beauty Salon space into a dedicated space for the care the centers members and provision of beauty services. The work calls for the construction of walls, finishes, doors and

frames, hardware and MEP modifications to make the intended and indicated work function as a whole and ready to allow the performance of hairdressing to the members.

Refer to the indicated drawings, details, data and information packaged in Architectural, Mechanical, Electrical and Plumbing modification and changes. Coordinate the indicated work and its interference with daily operations of the Senior Center.

#### Alternate #2A (North Corridor & 2B (South Corridor): (Add):

Contractor to field review and verify all existing surface mounted products and materials on existing vinyl finished walls:

Remove existing vinyl base, wood trims and chair-rails Bulletin board, and tack boards.

Coat racks, wall plates (outlets & switches), drinking fountains, room signs, plastic corner guards, fire alarm pull stations, automatic door operator buttons, thermostats,

Steam and strip existing vinyl wall surface materials from all gypsum board wall faces, remove all sizing and vinyl adhesives.

Clean and prepare remaining gypsum board substrate (patch, fill and or tape, re-prime gypsum board substrate, to produce a surface ready to receive new 2 coat wall painted finish.

Either replace or reinstall existing vinyl base in matching color, size and components (interior /exterior corners), glued following vinyl base manufacturer recommendations for proper adhesives with a Low to No VOC, compounds.

Reinstall all materials removed for stripping of vinyl and described *above*:

Existing vinyl base, wood trims and chair-rails

Bulletin board, and tack boards.

Coat racks, wall plates (outlets & switches), drinking fountains, room signs, plastic corner guards, fire alarm pull stations, automatic door operator buttons, thermostats,

### **SECTION 01040 - PROJECT COORDINATION**

#### PART 1 - GENERAL

# **RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 Specification sections, apply to work of this section.

# **DESCRIPTION OF WORK:**

Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:

- 1. Coordination and meetings.
- 2. Administrative and supervisory personnel.
- 3. Limitations for use of site.
- 4. Special reports.
- 5. General installation provisions.
- 6. Cleaning and protection.

# **COORDINATION AND MEETINGS:**

- A. <u>General:</u> Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
- B. <u>Coordination Drawings:</u> Prepare coordination drawings where work by separate entities required fabrication of off-site products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface, and shall indicate sequence for installation. Comply with all requirements of the "Submittals" section.
  - C. Monthly Coordination Meetings: Hold, on a minimum basis, monthly general project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meeting.

Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Conduct planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to every one in attendance and to others affected by decisions or actions resulting from each meeting.

## ADMINISTRATIVE/SUPERVISORY PERSONNEL:

- A. <u>General:</u> In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.
- B. <u>Project Coordinator:</u> Provide a full-time Project Coordinator experienced in administration and supervision of building construction, including mechanical and electrical work. This Project Coordinator is hereby authorized to act as general coordinator of interfaces between units of work. For the purpose of this provision, "interface" is defined to include scheduling and sequencing of work, sharing of access to work spaces, installation, protection of each other's work, cutting and patching tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, test, and temporary facilities and services.
- C. <u>Submittal of Staff Names, Duties:</u> Within 15 days of Notice to Proceed, submit a listing of Contractor's principal staff assignments and consultants, naming persons and listing their addresses and telephone numbers.

# **SURVEYS AND RECORDS/REPORTS:**

A. <u>General:</u> Working from lines and levels established by the property survey, establish and maintain benchmarks and other dependable markers. Establish bench marks and markers to set lines and levels for work at each portion of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerance. Drawings shall not be scaled to determine dimensions. Advise entities performing work, of marked lines and levels provided for their use.

#### LIMITATIONS ON USE OF THE SITE:

<u>General:</u> Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to

PROJECT COORDINATION 01040 Page - 2

these limitations and requirements administer allocation of available space equitable among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

<u>REPORTING UNUSUAL EVENTS:</u> When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, and response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

<u>REPORTING ACCIDENTS:</u> Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

# PART 2 - PRODUCTS (Not Applicable)

#### **PART 3 - EXECUTION:**

<u>Pre-Installation Conferences:</u> Hold a pre-installation meeting at the project site well before installation of each section of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that section of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect of scheduled meeting dates.

- A. At each meeting review progress of other work and preparation for the particular work under consideration including specific requirements for the following:
  - 1. Contract documents
  - 2. Deliveries
  - 3. Shop drawings, product data and quality control samples.
  - 4. Possible conflicts and compatibility problems
  - 5. Time schedules
  - 6. Weather limitations.
  - 7. Manufacturer's recommendations
  - 8. Compatibility of materials.
  - 9. Acceptability of substrates.
  - 10. Temporary facilities
  - 11. Inspection and testing requirements.

PROJECT COORDINATION 01040 Page - 3

- 12. Required performance results.
- 13. Recording requirements
- 14. Protection.
- B. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect/Engineer.
- C. Do not proceed with the work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest feasible date.
- D. <u>Installer's Inspection of Conditions:</u> Require the Installer of each major section of work to inspect the substrate to receive work and conditions under which the work is to be performed. The installer shall report all unsatisfactory condition in writing to the Contractor and Architect. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- E. <u>Manufacturer's Instructions:</u> Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.
- F. <u>Inspect each item</u> of materials or equipment immediately prior to installation. Reject damaged and defective items.
- G. <u>Provide attachment</u> and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision.
- H. <u>Recheck measurements</u> and dimensions of the work, as an integral step of starting each installation.
- I. <u>Install each section-of-work</u> during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate

each section of work from incompatible work as necessary to prevent deterioration.

- J. <u>Coordinate enclosure</u> of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
- K. <u>Mounting Heights:</u> Where mounting heights are not indicated mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect for final decision.

# **CLEANING AND PROTECTION:**

- A. <u>General:</u> During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.
  - Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- B. <u>Limiting Exposure of Work:</u> To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous or otherwise deleterious exposure during the construction period.

**END OF SECTION 01040** 

# **SECTION 01045 - CUTTING & PATCHING**

# PART 1 - GENERAL

## **RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

# **DESCRIPTION OF REQUIREMENTS:**

<u>**Definition:**</u> "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.

- 1. "Cutting and patching" is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
- 2. Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching."

<u>Refer to other sections:</u> of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

# **QUALITY ASSURANCE:**

<u>Requirements for Structural Work:</u> Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

<u>Operational and Safety Limitations:</u> Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

#### PART 2 - PRODUCTS:

#### **MATERIALS:**

General: Except as otherwise indicated, or as directed by the Architect, use materials for

**CUTTING & PATCHING 01045 - Page - 1** 

cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or -better performance characteristics.

#### **PART 3 - EXECUTION**

## **INSPECTION:**

Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

# **PREPARATION:**

<u>Temporary Support</u>: To prevent failure provide temporary support of work to be cut.

<u>Protection:</u> Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and parching operations.

1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

<u>Take precautions</u> not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

# **PERFORMANCE:**

<u>General</u>: Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete work without delay.

<u>Cutting:</u> Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.

1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping, Cut through concrete and masonry using a cutting machine such as a

**CUTTING & PATCHING 01045 - Page - 2** 

Carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished side surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

2. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be remove, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

<u>Patching:</u> Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

- 1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
- 2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
- 3. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance, remove existing floor and wall coverings and replace with new materials.

Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

#### CLEANING:

Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

#### **END OF SECTION 01045**

## SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

## **PART 1 - GENERAL**

## **RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division- 1 Specification sections, apply to work of this section.

# **DESCRIPTION OF REQUIREMENTS**

<u>General:</u> This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples, and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

1. Refer to other Division - 1 section and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include but are not limited to the following items:

**Permits** 

Payment applications

Performance and payment bonds

Insurance certificates

Inspection and test reports

Schedule of values

Progress reports

Listing of subcontractors

<u>Shop Drawings</u> are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:

Fabrication and installation drawings

Setting diagrams

Shop-work manufacturing instructions

**Templates** 

**Patterns** 

Coordination drawings (for use on-site)

Schedules

Design mix formulas

Standard information prepared without specific reference to a project is not considered to be shop drawings.

<u>Product data</u> includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

Manufacturer's product specifications and installation instructions

Standard color charts

Catalog cuts

Roughing-in diagram and templates

Standard wiring diagrams

Printed performance curves

Operational range diagrams

Standard product operating and maintenance manuals

<u>Samples</u> are physical examples of work, including but not limited to the following items:

Partial sections of manufactured or fabricated work

Small cuts or containers of materials

Complete units of repetitively-used materials

Swatches showing color, texture and pattern

Color range sets

Units of work to be used for independent inspection and testing

<u>Miscellaneous submittals:</u> are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:

Specially-prepared and standard printed warranties

Maintenance agreements

Testing and certification reports

Record drawings

Field measurement data

Operating and maintenance manual

Keys and other security protection devices

Maintenance tools and spare parts

Overrun stock

#### **SUBMITTAL PROCEDURES:**

General: Refer to the General Conditions for basic procedures for submittal handling:

<u>Coordination</u>: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and

related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

<u>Coordinate the submittal</u> of different units of interrelated work so that one submittal will not be delayed by the Architect's/ Engineer's need to review a related submittal. The Architect/ Engineer reserve the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

**COORDINATION OF SUBMITTAL TIMES:** Prepare and transmit each submittal to the Architect sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.

**REVIEW TIME:** Allow sufficient time (minimum of 14 days) so that the installation will not be delayed as a result of the time required to properly process submittals, including time for re-submittal, if necessary. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

<u>SUBMITTAL PREPARATION:</u> Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

Project name

Date

Name and address of Architect

Name and address of Contractor

Name and address of subcontractor

Name and address of supplier

Name of manufacturer

Provide a space on the label for the Contractor's review and approval markings, and a space for the Architect's "Action" marking.

<u>SUBMITTAL TRANSMITTAL</u>: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect, and to other destinations is indicated, by use of a transmittal form. Sub-transmittals received from sources other than the Contractor will be returned to the sender "without action".

1. Transmittal <u>Form</u>: Prepare a draft of a transmittal form and submit it to the Architect for acceptance. Provide on the form places for the following information:

Project name

Date

To:

From:

Names of subcontractor, manufacturer and supplier

Reference

Category and type of submittal

Submittal purpose and description

Submittal and transmittal distribution record

Signature of transmitter

Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.

Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

# **SPECIFIC SUBMITTAL REQUIREMENTS:**

<u>General</u>: Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements herein for each type of submittal.

1. Where it is necessary to provide intermediate submittals between the initial and final submittals provide and process intermediate submittals in the same manner as for initial submittals.

Shop Drawings: Information required on shop drawings includes, dimensions and identification of specific products and materials which are included in the work. Compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurements. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.

1. <u>Coordination Drawings:</u> Provide coordination drawings where required for the integration of the work, including work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination drawings are considered shop drawings and must be

definitive in nature.

- 2. Do not permit shop drawing copies without an appropriate final "Action" marking by the Architect/Engineer to be used in connection with the work.
- 3. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8 1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 sq. in. beside the title block for marking the record of the review process and the Architect/Engineer's "Action" marking.

<u>Initial Submittal:</u> Provide five blue-line or black-line prints; the reproducible print will be returned.

<u>Final Submittal:</u> Provide 3 prints plus 2 additional prints where they are required for maintenance manuals. Two prints will be retained; the remainder will be returned. One of the prints returned will be marked -up and maintained by the Contractor as a "Record Document".

<u>Product Data:</u> General information required specifically as product data includes manufacturers standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notations of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

<u>Preparation:</u> Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

1. Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".

<u>Submittals:</u> Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents. therefore, the initial submittal is also the final submittal, except where the Architect observes that there is non-compliance with the provisions of the

contract documents and returns the submittal promptly to the Contractor marked with the appropriate "Action"

- 1. Provide a preliminary single-copy submittal where required, for selection of options by the Architect.
- 2. <u>Initial Submittal</u>: Except as otherwise indicated in individual sections of these specifications, submit 3 copies of each required product data submittal, plus 2 additional copies where required for maintenance manuals. The Architect/Engineer will retain one copy, and will return the others marked with "Action" and corrections or modifications as required.
- 3. Do not submit product data or allow its use on the project, until compliance with the requirements of the contract documents has been confirmed by the Contractor.
- 4. <u>Final Distribution:</u> Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturer, installers, governing authorities and others as required for proper performance of the work. Show distribution on transmittal forms.
- 5. <u>Installation Copy:</u> do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the work.

<u>Samples:</u> Submit samples for the Architect's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the work. Samples are also submitted for quality control comparison of these characteristics between the final samples submittal and the actual work as it is delivered and installed.

- 1. Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Architect's review and "Action" indication on sample submittals.
- 2. Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.

3. Refer to Division-15 and Division-16 sections for additional general requirements applicable to samples for mechanical and electrical work, respectively.

<u>Closeout Submittals:</u> Refer to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools and similar items.

<u>Record Documents:</u> Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 2 photographic copies of marked-up drawings, which the Contractor's option, may be reduced to not less than half size.

Operating and Maintenance Data: Furnish 2 bound copies of operating data and maintenance manuals.

<u>Materials and Tools:</u> Refer to individual sections of these specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and, similar physical units to be submitted.

<u>Inspection and Test Reports:</u> Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspections and test reports accordingly.

<u>Warranties:</u> Refer to Section 01341 Guarantees/Warrantees, and each section of specifications for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements, In addition to copies desired for the Contractor's use, furnish 3 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.

<u>Standards</u>: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for Architect's use. Where workmanship, whether at the project site or elsewhere is governed by standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

<u>General Distribution:</u> Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Architect/Engineer where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

# **ARCHITECT/ENGINEER'S ACTION:**

<u>General</u> Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark with appropriate "Action" and where possible return within 2 weeks of receipt. Where the submittal must be held for coordination the Architect/Engineer will so advise the Contractor without delay.

<u>Action Stamp:</u> The Architect will stamp each submittal to be returned with a uniform, self explanatory action stamp, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, final-but-restricted use (as marked), must be revised and re-submitted (use not permitted) or without action (as explained on the transmittal form).

**PART 2 - PRODUCTS** (Not Applicable)

**PART 3 - EXECUTION** (Not Applicable)

**END OF SECTION 01340** 

## **SECTION 01341 - GUARANTEES/WARRANTIES**

#### **GENERAL:**

A Submit Guarantees or Warranties in triplicate on firm's letterhead, properly executed and enacted. Submit in the following form, unless specified otherwise:

City of Norwich Department of Public Works Rose City Senior Center Renovations & Modernization 8 Mahan Drive Norwich, CT.

We,(Firm Name)	, hereby guarantee (or warrant) all
	OR PRODUCT) for a period of
years after the substantial con	npletion of the Project indicated above, against
(DESCRIPTION OF THE SP	ECIFIC TYPES OF FAILURES OF MATERIAL
AND/OR WORKMANSHIP)	, in accordance with the requirements of Section
(NUMBER),(	SECTION TITLE), page(NUMBER),
article(NUMBER), of the	ne Contract Documents.
	Signed(SUBCONTRACTOR)
	by(AUTHORIZED AGENT)
	Title
	Business Address
	Signed(CONTRACTOR)
	by(AUTHORIZED AGENT)
	Title
	Business Address

- B. All Guarantees or Warranties supplied by suppliers or manufacturers shall be countersigned by the Sub Contractor and the General Contractor)
- C. All signatures and seals (if required) shall be originals, no copies shall be accepted.

#### **END OF SECTION 01341**

#### **SECTION 01500 - TEMPORARY UTILITIES AND FACILITIES**

#### Part 1 - GENERAL:

#### **General:**

The existing site has electrical power and water. Scheduled demolition work may negatively impact these utilities, and this Contractor shall take any and all steps to eliminate, reduce or shorten any interruption of any exiting heating/ cooling, electrical, plumbing utility. This Contractor shall be responsible to work closely with the owner or the owner's representative and establish all necessary permanent and temporary power requirements, to establish the necessary means and methods to both create and operate a construction this project.

The Contractor in conjunction with the owner or the owner's representative will review the schedule of work, and find acceptable means and methods for the connection to and extension of any and all utilities (hvac, electrical, plumbing and fire protection) to provide distribution systems as required for the prosecution of the scheduled work in accordance with all applicable codes, regulations and standards of sufficient capacity to cause no delay in the work.

The Contractor shall maintain existing electrical wiring and lighting in operating order during this construction.

This Contractor shall provide temporary heat for use by the Contractors and subcontractors personnel, for the protection and drying out of the work and comfort of workmen.

The Contractor will be allowed the limited use of existing Public Restrooms with undue interruption of or interference with the occupants, the daily operations or scheduled activities of the Rose City Senior Center.

The Contractor shall be respectful of existing conditions, cleanliness and primarily use of the restrooms by the scheduled occupants. Should the Contractor or his / her forces abuse the privileged of using the indicated Public Restrooms, then the owner or the owner's representative may require the Contractor to provide portable restrooms on site and pay all associated cost for delivery, cleaning, stocking and removal at the end of the project.

#### **END OF SECTION 01500**

TEMPORARY UTILITIES & FACILITIES 01500 Page - 1

#### **SECTION 06100 - ROUGH CARPENTRY**

#### PART 1 - GENERAL

#### **RELATED DOCUMENTS:**

Drawings and general provisions of Contact, including General and Supplementary Conditions and other Division - 1 Specification sections apply to work of this section.

#### **DESCRIPTION OF REQUIREMENTS:**

<u>Definitions:</u> Types of work in this section include rough carpentry for:

Wood grounds and blocking Plywood panels Wood blocking for general use Pressure treated wood construction materials Wood Framing

<u>Rough Carpentry</u> includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated.

# **SUBMITTALS:**

<u>Material Certificates:</u> Where dimensional lumber is provided to comply with minimum allowable unit stresses, submit listing of species and grade selected for each use, and submit evidence of compliance with specified requirements. Compliance may be in form of a signed copy of applicable portion of lumber producer's grading rules showing design values for selected species and grade. Design values shall be as approved by the Board of Review of American Lumber Standards Committee.

<u>Wood Treatment Data</u>: Submit for each type specified, include certification by treating plant, stating type of preservative solution and pressure process used, net amount of preservative retained and conformance with applicable standards.

<u>Pressure and Fire-Retardant Treatment</u>: Include certification by treating plant that treated material complies with specified standard and other requirements.

#### PRODUCT HANDLING:

<u>Delivery and storage</u>: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.

# **PROJECT CONDITIONS:**

<u>Coordination</u>: Fit carpentry work to other work, scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work. Review all drawings and specification sections to coordinate the needs of all related trades.

## PART 2 - PRODUCTS

#### **LUMBER**

<u>General:</u> Comply with the "American Softwood Lumber Standard" PS-20 and with applicable grading rules of inspection agencies certified by American Lumber Standard Committee (ALSC) Board of Review. Normal sizes are shown or specified.

- 1. Provide dressed lumber, S4S, with not-greater-than 19% maximum moisture content, standard grade, and any species.
- 2. Grade stamps: Factory-mark each piece of lumber with grade stamp of inspection agency evidencing compliance with grade rule requirements and identifying grading agency, grade, species, moisture content of time of surfacing and mill.

<u>Grade</u>: Construction grade framing lumber, of Douglas / Fir species. Board size lumber as required. No.3 Common or Standard grade boards per WCLB or WWPA rules No.3 boards per SPIB rules.

All Framing to meet the following: Douglas Fir No. 2 or better.

- 3. Nominal sizes: are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS-20 for moisture content specified for each use.
- 4 Dimension, Lumber: In compliance with National Forest Products Association

Standard NDS (current edition) National Design Specifications for Wood Construction and in accordance with Design Values Joist and Rafters- Visually graded NLGA grading agency.

<u>Construction Panels:</u> Construction Panel Standards comply with PS-1 "U.S. Product Standards for construction and Industrial Plywood" for plywood panels and for products not manufacturers under PS-1 provisions, with American Plywood Association (APA) "Performance Standards and Policies for Structural Use Panels", Form No. E445.

<u>Trademark:</u> Factory mark each panel with APA trademark evidencing compliance with

**ROUGH CARPENTRY 06100 Page - 2** 

grade requirements.

# WOOD TREATMENT BY PRESSURE PROCESS

Preservative Treatment:

- A. Provide pressure treated lumber for all wood cants, nailers, curbs, blocking, stripping, and similar members in connections with roofing, exterior framing, flashing, vapor barriers, waterproofing, all wood sills, sleepers, and similar concealed members in contact with masonry or concrete surfaces.
- B. All lumber exposed to the weather shall be pressure treated, ACQ. Level of treatment shall be in accordance with AWPA Standards for retention based on the end use application (above ground use, ground contact, decking).
- C. All metal hangers used in conjunction with pressure treated wood shall be hot dipped galvanized with G-185 coating thickness to prevent corrosion of the embedded metal with copper based preservatives.

#### **FASTENERS**

<u>Fasteners</u> for all exterior work to be hot dipped galvanized G-185 coated fasteners of sizes required to properly and fully support work.

#### **MISCELLANEOUS MATERIALS**

Fasteners and Anchorage: Provide size and type as required, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers, and anchoring devices.

#### **PART 3 - EXECUTION**

#### **INSTALLATION, GENERAL:**

Discard units of material with defects which might impair quality of work and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

<u>Set carpentry work</u> to required levels and lines, with members plumb and true to line and cut and fitted.

<u>Securely attach carpentry work</u> to substrate by anchoring and fastening as shown and as required by recognized standards.

Countersink nail heads on exposed carpentry work and fill holes.

<u>Use common wire nails</u>, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will

**ROUGH CARPENTRY 06100 Page - 3** 

be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

#### WOOD GROUND, NAILERS, BLOCKING AND SLEEPERS:

<u>Provide wherever shown</u> and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

<u>Attach to substrates</u> as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to foot work before concrete placement.

<u>Provide permanent grounds</u> of dressed, preservative treated, key-beveled lumber not less than 1 /2" wide and of thickness required to bring face of ground to exact thickness of finish material involve. Remove temporary grounds when no longer required.

<u>Wood Framing - General</u>: Provide framing members of sizes and on spacing shown and frame openings as shown. Do not splice structural members between supports. Anchor and nail as shown, and to comply with "Recommended Nailing Schedule" of Manual for "House Framing and National Design Specifications for Wood Construction" published by NFPA.

# **INSTALLATION OF CONSTRUCTION PANELS:**

<u>General:</u> Comply with applicable recommendations contained in Form No. E 30 F, "APA Design/Construction Guide - Residential & Commercial" for types of construction panels and applications indicated.

<u>Fastening Methods</u>: Fasten indicated gypsum panels with self-drilling self-tapping bugle head screws. Fasten wood panel to framing following recommended nailing schedule.

<u>Plywood Backing Panels:</u> Nail to supports

Holes, Cuts and notches not previously approved by the manufacturer shall not be permitted.

Provide minimum fasteners required by manufacturers for properly securing members in place, ready to receive design forces.

**END OF SECTION 06100** 

**ROUGH CARPENTRY 06100 Page - 4** 

## SECTION 07915 - SEALANTS, CAULKING & SEALS

#### PART 1 - GENERAL

## **RELATED DOCUMENTS:**

Drawings and general provision of Contract, including General and Supplementary Conditions and Division 1 - Specification section, apply to work of this section.

## **DESCRIPTION OF WORK**

The extent and location of a joint sealer are shown on the drawings and specified herein, including the placement and installation of sealant material at new / existing construction, drywall installation, and in areas of water seals.

The required application of Joint / Sealers include, but are not necessarily limited to the following general locations;

#### Interior:

Joints between existing and new work Other joints indicated.

#### Exterior:

Between new and existing construction.

Flashing

Sill and Threshold.

# **QUALITY CONTROL:**

Deliver materials in their original, unopened containers bearing manufacturer's labels certifying contents.

# **SUBMITTALS:**

**Product Data**: in accordance with Section 01340.

**Sample:** submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available for each product exposed to view.

<u>Certificate:</u> Submit certificates form manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for intended use.

#### JOB CONDITIONS:

<u>Weather Conditions:</u> Do not proceed with installation of exterior sealant under adverse weather conditions, or when temperatures are below manufacturer's recommended

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limitations.

# **Delivery, Storage & Handling:**

Deliver materials to project site in original unopened containers with labels informing about manufacturer, product name and designation, color, expirations period for use, pot life, and curing time. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

#### PART 2 - PRODUCT

## **GENERAL REQUIREMENTS**

<u>Compatibility:</u> Provide joint sealers, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

#### **SEALANT TYPES AND USES**

#### **Exterior Sealants:**

Available Products: subject to compliance with requirements, products which may be incorporated in the work include;

Dow Corning - 790 Silicone Building Sealant

G.E. Silicone Construction Sealant - Silpur Weatherproofing Sealant

Pecora Corporation - 890 Silicone Building Sealant

#### **Interior Sealants**

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include:

Pecora Corporation - AC-20 + Silicone

Bostic Sealants - Chem-Caulk 600

Dow Corning - 786 Silicone Sealant

#### **MISCELLANEOUS MATERIALS**

**Joint Cleaner:** Provide the type of joint cleaning compound recommended by the sealant manufacturer, for the joint surfaces to be cleaned.

**Joint Primer/Sealer:** Provide the type of joint primer/sealer recommended by sealant manufacturer, for the joint surfaces to be primed or sealed.

**Sealant Backer Rod:** Compressible rod stock polyethylene foam as recommended by

SEALANTS, CAULKING & SEALS - 07915 Page - 2

sealant manufacturer. Provide size and shape of rod for joint indicated.

**Bond Breaker Tape:** Self-adhering, polyethylene tape or other plastic tape recommended by sealant manufacturer.

## **PART 3 - EXECUTION**

#### **EXAMINATION:**

Examine joints indicated to receive joint sealers with installer present for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been correct.

# JOINT SURFACE PREPARATION

Clean joint surfaces immediately before installation of sealant of substance detrimental to sealant bond.

**Cure Sealants** in accordance with manufacturer's instructions and recommendations.

#### PROTECTION AND CLEANING

Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of substantial completion. If despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and re-seal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

Clean off excess sealant or sealant smears adjacent to joints as work progresses by Methods, and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

**END OF SECTION 07915** 

# SECTION 09250 - GYPSUM DRYWALL

#### PART I - GENERAL

#### RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division- 1 Specification section, apply to work of this section.

#### **DESCRIPTION OF WORK:**

Type of work include:

Gypsum drywall including screw-type wood / metal support system. Interior gypsum drywall ceiling/soffits. impact resistant)
Drywall finishing (joint tape-and-compound treatment).

#### **QUALITY ASSURANCE:**

<u>Fire-Resistance Rating:</u> Where gypsum drywall systems with fire-resistance ratings are indicated, provide materials and installations which are identical with those of applicable assemblies tested per ASTM E 1 19 by fire testing laboratories acceptable to authorities having jurisdiction.

<u>Single-Source Responsibility:</u> Obtain gypsum board products from a single manufacturer, or from manufacturer recommended by the prime manufacturer of gypsum boards.

#### **SUBMITTALS:**

<u>Product Data</u> Submit manufacturer's product specifications and installations instructions for each gypsum drywall and sheathing component, including other data as may be required to show compliance with these specifications.

#### DELIVERY, STORAGE AND HANDLING

<u>Deliver materials</u> in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.

<u>Store materials</u> inside under cover and in manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes. Neatly stack gypsum board flat to prevent sagging.

<u>Handle Gypsum Board</u> to prevent damage to edges, ends or surfaces. Protect metal comer beads and trim form being bend or damaged.

#### **PROJECT CONDITIONS:**

<u>Environmental requirements, General:</u> Comply with requirements of referenced gypsum board application standards and recommendations of gypsum board manufacturer, for environmental conditions before, during and after application of gypsum board.

<u>Cold Weather Protection:</u> When ambient outdoor temperatures are below 55 degrees F, maintain continuous, uniform, comfortable building working temperatures of not less than 55 degrees F for a minimum period of 48 hours prior to , during and following application of gypsum board and joint treatment or bonding of adhesive.

<u>Ventilation</u>: Ventilate building spaces as required to remove water in excess of that required for drying of joint treatment material immediately after application. avoid drafts during dry, hot weather to prevent too rapid drying.

# **PART 2 - PRODUCTS**

# **ACCEPTABLE MANUFACTURERS:**

**Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

# Metal Support Materials:

Dale Industries, Inc.

Gold Bond Building Products Div., National Gypsum Co.

United States Gypsum Co.

# **Direct Suspension Systems:**

Chicago Metallic Corp.

**Donn Corporation** 

United States Gypsum Co.

Gypsum Board and Related -Products American Gypsum Co.

Gold Bond Building Products Div.., National Gypsum Co.

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United States Gypsum Co.

National Gypsum Co.

# METAL SUPPORT MATERIAL.

Ceiling Support Materials and Systems:

<u>General: Size</u> ceiling support components to comply with ASTM C 754 unless otherwise indicated.

Hanger Wire: ASTM A 641, soft, Class I, galvanized.

<u>Hanger Anchorage Devices</u>: Screws, clips, bolts, or other devices applicable to the indicated method of structural anchorage for ceiling hangers and whose suitability for use intended has been proven through standard construction practices or by certified test data. Size devices for 3x calculated load supported.

<u>Direct Suspension System</u>. Manufacturer's standard zinc-coated steel system of furring runners, furring tees, and accessories designed for concealed support of gypsum drywall ceilings; of

proper type for use intended.

# **Support Materials**:

Steel framing of size and spacing indicated on drawings, framing meeting ASTM C 645

<u>Steel Rigid Furring Channels:</u> ASTM C-645, C shaped, depth and minimum thickness base metal as follows: <u>Depth:</u> 1 1/2" unless otherwise indicated.

<u>Resilient Channels: ASTM</u> C 645 resilient channel furring 2 1/2" wide x 1/2" total height, base metal.

<u>Z shaped Furring Channels</u> ASTM C 645, Z shaped, depth and minimum thickness base metal as follows: Depth as indicated.

Control Joint ASTM C-645, V shaped, depth and minimum thickness base material, 1 3/4" wide x 1/2".

# **Wall Partition Support Materials:**

<u>Studs:</u> refer to Cold Formed Metal Framing, zinc coated, sheet steel unless otherwise indicated. Provide studs with Knurled flange edges bent back 90 degrees (  $1\ 1/4$ " min.) and doubled over to form a min./16" return.

<u>Runners:</u> Match studs type recommended by stud manufacturer for door and ceiling support of studs, and for vertical abutment of drywall work at other locations.

<u>Steel Rigid Furring Channels:</u> ASTM C 645, hat shaped, depth and minimum thickness base metal as follows; Depth 7/8"x 2 3/4".

<u>Deflection Track:</u> Provide track at all locations where metal stud assemblies abut or attach to construction susceptible to deflection. Deflections requirements are to be established at max. of 1" unless otherwise noted. Deflection track shall be capable of meeting deflection requirements with 50 % of track left to retain stud.

<u>V- Bracing</u>: Provide bracing constructed of pressed steel channel (CR), designed to be fastened to studding or joist meeting at 1/3 length of span. Bracing strap to be a minimum of 10' length and 1/2" deep x 11/2" wide x 16 gauge in thickness, attached to adjacent metal studding with a minimum of 1 # 10 TEK screw and bridging angles.

<u>Flat Strap Bracing:</u> Provide bracing constructed of 20 gauge min. (FS), designed to be fastened to studding or joist at recommended spacing. Bracing strap to be properly anchored to studs and joist as recommended by stud manufacturer for locations and strength.

## **GYPSUM BOARD:**

<u>Gypsum Wallboard:</u> ASTM C 36, of types, edge configuration and thickness indicated below, in minimum lengths available to minimize end-to-end butt joints.

# **Typical wall and Ceiling Installations:**

<u>Type</u>: Type X Fire Code (F.C.) for fire-resistant rated assemblies and where indicated

(for wall /ceiling assemblies)

Edges: Tapered

Thickness: 5/8", regular unless otherwise indicated.

Size: Min. 4'-0" x 8'-0"

# In High Abuse Areas (4 Bay Garage)

Abuse Resistant Gypsum Board.

<u>Type:</u> Type X Fire Code-Equal to USG Fiberock Brand Panels Gypsum Board.

Style: Tapered Edges

Thickness: 5/8", unless otherwise indicated.

Size: Min. 4'-0" x 8'-0"

# At Typical Wet Areas (bathrooms, showers)-

<u>Water-Resistant Gypsum Board:</u> ASTM C-63G (including F.C. at rated assemblies) and as follows:

Grade WR: Water - resistant treated core.

Style: Tapered edges

Thickness: 5/8"Unless otherwise noted.

Size: Min.4'-O" x 8'-O"

# <u>Substrate for where scheduled tile work :</u> ( used as underlayment where-ever tile work is indicated)

Substrate: Durock-Cement Board

Style: Tapered edges

Thickness: 5/8" unless otherwise noted.

Style: Tapered Edges
Size: min. 4'-O" x 8'-O"

Include all required fasteners and interior tapes and adhesives.

#### TRIM ACCESSORIES

<u>General-</u> Provide manufacture's standard trim accessories of types indicated for drywall work normally expected for type of work, formed of galvanized steel, with either knurled and perforated flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide comer beads, L-type edge trim-beads, and one-piece control joint beads. Following recommendations from manufacturer and meeting required spaces.

#### **JOINT TREATMENT MATERIALS:**

<u>General-</u> ASTM C-475; type recommended by the manufacturer for the application indicated, except as otherwise indicated.

Joint Tape Fiberglass drywall tape

<u>Joint Compound</u>: Ready-mixed taping compound for base and tape coat, & topping joint compound for finished coats.

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<u>Grade:</u> 2 separate grades; one specifically for bedding tapes and filling depressions, and one for topping and sanding.

#### **MISCELLANEOUS MATERIALS:**

<u>General</u>: Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board.

Gypsum Board Screws: Comply with ASTM C 646

<u>Concealed Acoustical Sealant:</u> Nondrying, non-hardening, non-skinning, non-staining, non-bleeding, gunnable sealant for concealed applications per ASTM C 919 at all interior partitions and space separations.

# **PART 3 - EXECUTION**

# PREPARATION FOR METAL SUPPORT SYSTEMS:

<u>Ceiling Anchorage's</u> Coordinate work with structural ceiling work to ensure that inserts and other structural anchorage provisions have been installed to receive ceiling hangers.

# **INSTALLATION OF METAL SUPPORT SYSTEMS:**

Ceiling Support Suspension Systems:

<u>Secure hangers</u> to structural support by connecting directly to structure where possible, otherwise connect to inserts, clips or other anchorage devices or fasteners as indicated.

Space main runners: Space 1 1/2" main runners channels at 4'-O" o/c. and space hangers within 6" of wall. Erect metal furring channels at right angles to 1 1/2" carrying channels or main supports, spaced not to exceed 24"o/c, and within 6" of walls, except as otherwise shown. Provide a 1" clearance between furring ends and abutting walls.

<u>Level main runners</u>. to a tolerance of 1/4" in 12'- 0", measured both lengthwise on each runner and transversely between parallel runners.

<u>Direct-hung Metal Support System</u> Attach perimeter wall track or angle wherever support system meets vertical surfaces. Mechanically join support members to each other and butt-cut to fit into wall track.

<u>Install auxiliary framing</u> at termination of drywall work, and at openings for light fixtures and similar work, as required for support of both the drywall construction and other work indicated for support thereon.

# Wall/Partition Support Systems:

<u>Install supplementary training blocking and bracing</u> at termination's in the work and for support of fixtures, equipment serviced, heavy trim, grab bars, toilet accessories, furnishings, and similar work to comply with details indicated or if not otherwise indicated, to comply with applicable published recommendations of gypsum board manufacturer, or if not available, of "Gypsum Construction Handbook" published by United States Gypsum Co..

Provide wood blocking for toilet partitions and accessories of pressure treated 2"x 10" members secured to study with a minimum of 3 fasteners, capable of resisting 300 pounds.

Space studs 16" o/c., unless otherwise indicated.

#### **GENERAL GYPSUM BOARD INSTALLATION REQUIREMENTS.**

<u>Applicator must examine</u> areas and conditions under which drywall and framing work is to be applied and notify Contractor and Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Architect.

Gypsum Board Application and Finishing Standards: ASTM C 840 and GA 216

<u>Locate exposed end-butt joints</u> as far from center of walls and ceilings as possible, and stagger not less than 1' - 0" in alternate courses of board.

<u>Install ceiling board</u> in the direction and manner which will minimize the number of end butt joints, and which will avoid end joints in the central area of each ceiling. Staggered end joints at least I'- 0".

<u>Install wall partition boards</u> vertically to avoid end-butt joints where possible, At stairwells and similar high walls, install boards horizontally with end joints staggered over studs.

<u>Install Exposed</u> gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/1 6" open space between boards. Do not force into place.

<u>Locate either edge or end joints</u> over supports, except in horizontal applications or where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edge abut, tapered edges against tapered edges and mill-cut or field-cut ends. Do not place edges against cut edges or ends. Stagger vertical joints over different studs on opposite side of partitions.

Attach Gypsum board to supplements framing and blocking provided for additional support at openings and cutouts.

<u>Form control joints</u> and expansion joints with space between edges of boards, prepared to receive trim accessories.

<u>Cover both faces</u> of stud partition framing with gypsum board in concealed spaces (above ceilings, etc.), except in chase walls which are braced internally.

Except where concealed application is required for sound, fire, air or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. area, and may be limited to not less than 75% of full coverage.

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<u>Isolate perimeter</u> of non-load-bearing drywall partitions at structural abutments. Provide 1/4" to 1/2" space and trim edge with finish edge trim. Seal joints with acoustical sealant.

<u>Floating Construction:</u> Where feasible, including where recommended by manufacturer, install gypsum board over wood framing, with "floating" internal corner construction.

<u>Space fasteners</u> in gypsum board in accordance with referenced standards and manufacturer's recommendations, except as otherwise indicated.

# METHODS OF GYPSUM DRYWALL APPLICATION:

Single-Layer Application

On ceilings apply gypsum board prior to wall/partition board application to the greatest extent possible.

On partitions/walls apply gypsum board vertically in full length sheets unless otherwise indicated.

On Partitions/walls 8'- 1 " or more in height apply gypsum board horizontally (perpendicular); use maximum length sheets possible to minimize end joints.

Single Layer Fastening Methods Apply gypsum board to supports with screws.

#### INSTALLATION OF DRYWALL TRIM ACCESSORIES:

<u>General</u>: Use same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports.

Install metal corner beads at external corners of drywall work

<u>Install metal edge trim</u> whenever edge of gypsum board would otherwise be exposed or semi-exposed. Provide L type finish trim with face flange to receive joint compound.

<u>Install metal corner control joint</u> (beaded type) where indicated. If not indicated, install not more than 30' o/c.

# FINISHING OF DRYWALL

<u>General:</u>- Apply treatment at gypsum board joints (both directions), flanges of trim accessories, penetrations, fastener heads, surface defects and elsewhere as required to prepare work for decoration. Pre-fill open joints and rounded or beveled edges, if any, using type of compound recommended by manufacturer.

<u>Apply joint tape</u> (as recommended by manufacturer) at joints between gypsum board, except where trim accessories are indicated.

<u>Apply joint compound</u> in 3 coats (not including pre-fill of openings in base), and sand between last 2 coats and after last coat. Follow manufacturers requirements for product and materials based on substrate materials and requirements.

# Levels of Finishing:

Level 5 finishing following recommended levels of Gypsum Finish.

<u>Partial Finishing</u>: Omit third coat and sanding on concealed drywall work which is indicated for drywall finishing or which requires finishing to achieve fire-resistance rating, sound rating or to act as air or smoke barrier.

# **PROTECTION OF WORK:**

<u>Provide final protection</u> and maintain conditions, in a manner suitable to Installer, which ensures gypsum drywall work being without damage or deterioration at time of substantial completion,

**END OF SECTION 09250** 

# **SECTION 09680 - CARPET - CARPET TILE**

#### PART 1 - GENERAL

#### **RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division -1 Specification sections, apply to work of this section.

#### **SUMMARY**

**Extent**, location and details of each type of carpeting are indicated on drawings, carpet data sheets and in schedules.

<u>Work</u> of this section is the scheduled replacement of existing Carpet tiles and carpet sheet goods and includes furnishing and installation of new carpet tiles, adhesives and accessories. This specification section is based upon the use of the "Shaw Contract Group" Carpet Tile Mix & Share Ecoworx. The use of other manufacturer's will be considered should they be approved as an equal solely by the Architect.

#### **DEFINITIONS:**

<u>Commercial Carpet:</u> Carpet intended for use in commercial and public spaces, with construction, fire ratings, static control and appearance appropriate for this use.

#### **SUBMITTALS:**

<u>Product Data:</u> Submit manufacturer's product literature and installation instructions for the type of carpeting material and installation accessory required. Include methods of installation for each type of substrate application.

Submit written data on physical characteristics, durability, resistance to fading and flame resistance characteristics.

**Shop Drawings:** Submit shop drawings showing carpet layout and seaming diagrams, clearly indicating carpet direction, and types of edge strips, transitions, terminations and other related installation requirements. Indicate columns, doorways enclosing walls/partitions, built-in cabinets, and locations where cutouts are required in carpet. Show installation details at any special conditions.

**Samples:** Provide directly to the Owner a package of samples for review and selection in the

Mix & Share Collection, allowing the Owner to clearly understand the various options of and patterns for the final arrangement of carpet tiles and visual effects of their selection.

#### **QUALITY ASSURANCE:**

<u>Manufacturer Qualifications:</u> Firm with not less than 3 years of production experience, whose published literature, clearly indicates general compliance of products with requirements of this section.

<u>Installer Qualifications:</u> Firm specializing in carpet tile installation with not less than 2 years of experience in installation of carpeting similar to that required for this project.

<u>Single Source Responsibility:</u> Provide material produced by a single manufacturer for each carpet type.

#### **TESTING:**

<u>Test Reports:</u> Submit certified test reports evidence compliance with requirements for the following:

Fire performance characteristics.

<u>Fire Performance Characteristics:</u> Provide carpeting that is identical to that tested for the following fire performance requirements, according to test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.

#### **Surface Burning Characteristics**: As follows:

<u>Flame Spread:</u> Not more than 25. <u>Smoke Developed:</u> Not more than 50.

**Test Method:** ASTM E 84

**Critical Radiant Flux:** As follows:

**Rating:** Not less than 0.45 watts per sq. centimeter (Class 1).

**Test Method:** ASTM E 648.

<u>Certification</u>: Submit manufacturer's certificates stating that materials furnished comply with specified requirements. Include supporting certified laboratory testing data indicating that material meets specified test requirements.

#### **DELIVERY, STORAGE, AND HANDLING:**

**Deliver:** Review manufacturer's recommendations for delivery of the selected materials to project site, in original factory wrappings and containers, clearly labeled with identification of manufacturer, brand name, quality or grade, fire hazard classification, and lot number. Store materials in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity; lay flat, blocked off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

<u>Comply</u> with instructions and recommendation of manufacturer for special delivery, storage, and handling requirements.

# **SEQUENCING AND SCHEDULING:**

Sequence the carpet tile installation with other ongoing work to minimize possibility of damage and soling during remainder of construction period. Contractor Note this project will require coordination with the Owner for timing, separation and protection of areas where scheduled new carpet tile work will occur, to reduce interference and obtain the best method for installation of the product and is necessary accessories.

#### **MAINTENANCE:**

<u>Maintenance Instructions</u>: Submit manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated traffic and use conditions. Include precautions against materials and methods which may be detrimental to finishes and performance.

**Replacement Materials:** After completion of work, deliver not less than 2% of each type, color, and pattern of carpet tiles, exclusive of material required to properly complete installation. Furnish same production run as materials installed. Package the replacement materials with protective covering, clearly identified with appropriate labels, and store in a location so designated by the Owner.

#### **PART 2 - PRODUCTS**

#### **MATERIALS:**

<u>Carpet for Floors:</u> Provide carpet equal to the following manufactured by Shaw Contract Group 1-877-502-7429.

#### **Heavy Use, Shaw Carpets:**

Style Name	Mix	Share
Style Number	54724	54725

Construction Multi-level Pattern Loop
Fiber Eco Solution Q Nylon
Dye Method 100 % Solution Dyed

Pattern	N/A	N/A
Tufted Weight	28.0	
Gauge	1/12	1/12
Stitches per inch	10.8	10.8
Finished pile thickness	0.130	0.123
Total thickness	0.280	0.284
Average density	7754	8195
Product size	24''x 24''	24" x 24"
Primary backing	Synthetic	Synthetic
Secondary backing	Ecoworx tile	Ecoworx

Protective treatment SSP protective treatment SSP protective treatment

Radiant panel Class 1 Class 1
NBS smoke less than 450 less than 450
Electrostatic propensity Less than 3.5 kv Less than 3.5 kv

Lifetime Commercial Limited Warranties

Installation method Monolithic

#### **Carpet Color, Pattern, and Texture:**

Provide materials in colors and patterns (if applicable) as selected by Architect from manufacturer's standard colors and patterns.

#### **ACCESSORIES:**

<u>Carpet Edge Guard, Non-metallic:</u> Extruded or molded heavy-duty vinyl or rubber carpet edge guard of size and profile indicated; minimum 2" wide anchorage flange; colors selected by Architect from standard colors.

<u>Installation Adhesive:</u> Standard release type, water-resistant, non-staining as recommended by carpet manufacturer, which complies with flammability requirements for installed carpet.

<u>Miscellaneous Materials</u>: As recommended by manufacturers of carpet, cushions, and other carpeting products; selected by Installer to meet project circumstances and requirements.

## **PART 3 - EXECUTION:**

## **EXAMINATION:**

**Examine Existing Substrate** (concrete) for damage and moisture content and other conditions under which carpet tiles are to be installed. Notify contractor / architect, in writing of conditions detrimental to proper completion of the work. Submit written procedure for any corrections and or adjustments to existing substrate, meeting product manufacturer's requirements for repairs and full warranty compliance. Do not proceed until all unsatisfactory conditions are corrected.

## **PREPARATION:**

**Repair minor** holes, cracks, depressions, and rough areas using material recommended by carpet or adhesive manufacturer.

<u>Clear away debris</u> and scrape up cementations deposits from surfaces to receive carpet tiles; vacuum clean immediately before installation. Check all surfaces of whatever description to ensure no dusting through installed carpet; apply sealer where required to prevent dusting.

## **INSTALLATION:**

## **Comply with manufacturer's recommendations:**

Review and follow carpet tile manufacturer's instruction and recommendations for the preparation, adhesive and application of the scheduled product.

For the proper installation of the scheduled carpet tiles and accessories, directions of carpet tiles; maintain uniformity of carpet direction and lay of pile. Follow seaming diagram as submitted and approved. At doors, center seams under doors; do not place seams in traffic direction of doorway.

**Extend** carpet under open-bottomed obstructions and under removable flanges and furnishings, and into alcove and closets of each space.

<u>Provide cut-outs</u> where required, and bind cut edges properly where not concealed by protective edge guards or overlapping flanges.

<u>Install carpet tile edge guard</u> where edge of carpet is exposed; anchor guards to substrate.

**Expansion Joints:** Do not bridge building expansion joints with continuous carpeting, provide for movement.

## **Glue-Down Installation:**

Review and provide carpet tile manufacturers recommend adhesive, tools, and methods for proper installation methods and procedures. Fit sections of carpet tile into each space prior to application of adhesive. Trim edges and butt cuts with seaming cement.

<u>Apply</u> adhesive uniformly to substrate in accordance with manufacturer's instructions. Butt carpet edges tightly together to form seams without gaps. Roll entire carpet area lightly to eliminate air pockets and ensure uniform bond. Remove any adhesive promptly from face of carpet by method which will not damage carpet face.

## **CLEANING:**

Remove and dispose of debris and unusable scraps. Vacuum carpet using commercial grade machine with face-beater element. Remove spots and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors.

## **PROTECTION:**

Provide protective methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion.

**END OF SECTION 09680** 

## **SECTION 09900 - PAINTING**

## PART 1 - GENERAL

## **RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division -1 Specification Sections, apply to work of this section.

## **DESCRIPTION OF WORK:**

<u>Work includes</u> painting and finishing of new interior masonry walls, and gypsum board walls, doors and frames, including exposed items and surfaces throughout project and related items and/or surfaces that have had surfaces damaged in the execution of the work, except as otherwise indicated, and typically those items requiring painting found on projects of this nature.

Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

<u>Paint</u> as used herein means all coating system materials including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

<u>Surfaces to be painted:</u> Except where natural finish of materials is specifically noted as a surface not to be painted, paint exposed surfaces. If color or finish is not designated, Architect will select these from manufacturer's standard colors or finishes available.

**Shop Priming:** Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work, and similar items.

<u>**Do not paint over CODE REQUIRED LABELS**</u>, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification performance rating, name or nomenclature plates.

## **QUALITY ASSURANCE**

<u>Single Source Responsibility</u> Provide primers and other under coat paint produced by same manufacturer as finish coats, Use only thinners approved by paint manufacturer, and use only within recommended limits

<u>Coordination of Work:</u> Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates, Upon request from other trades, furnish information or characteristics of

finish materials provided for use, to ensure compatible prime coats are used.

## **SUBMITTALS:**

**Product Data:** Submit manufacturer's technical information in accordance with Section -01340. Submit manufacturer's specifications including paint label analysis and application instructions for each material specified. List each material and cross reference to the specific finish system specified. Identify by manufacturer's catalog number and general information.

<u>The Architect reserves the right</u> to select colors from manufacturer's pre-mixed colors and to vary the color of finishes on different surfaces throughout the project.

<u>Samples:</u> Prior to beginning work, the Architect shall be furnished color chips for surfaces to be painted. Use representative colors when preparing sample areas for review.

## **DELIVERY AND STORAGE**

<u>Deliver materials</u> to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

Name or title of material.

Manufacturer's name

Contents by volume, for major pigment and vehicle constituents.

Thinning instruction.

Application instructions.

Color name and number

<u>Store materials</u> not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

Store in secure storage structures outside of the building or in areas of the building approved in writing by the Owner and local Fire Marshal.

Protect from freezing where necessary. Keep storage area neat and orderly.

Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

## **JOB CONDITIONS:**

<u>Apply water-base paints</u> only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F. (10 degrees C) and 90 degrees F. (32 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

<u>Apply solvent-thinned paints</u> only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F. (7 degrees C), and 95 degrees F. (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

## PART 2- PRODUCTS

## **ACCEPTABLE MANUFACTURERS**

<u>Available Manufacturers:</u> subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Benjamin Moore and Co. (Moore) PPG Industries, Pittsburgh Paints (Pittsburgh) Devoe (Devoe) Sherwin-Williams (S-W)

## **MATERIALS:**

<u>Material Quality</u>: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint manufacturer. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

<u>Color Pigments</u> Pure, non-fading, applicable types to suit substrates and service indicated.

## **EXECUTION**;

## INSPECTION

<u>Applicator must examine</u> areas and conditions under which painting work is to be applied and notify Contractor and Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until all unsatisfactory conditions have been corrected in a manner acceptable to Applicator and paint manufacturer.

<u>Starting of painting work</u> will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

**<u>Do not paint over dirt,</u>** rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of durable paint film.

## **SURFACE PREPARATION:**

**General:** Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

On existing paint finished surfaces, remove all loose coatings and prime all exposed substrata as specified. Roughen glazed areas and enamel painted areas with sandpaper and wipe clean with mineral spirits. Prime all stains with sealer recommended by manufacturer of finish coating system. Clean all open cracks of loose and unsound material. Fill all cracks, holes and surface imperfections less then 1/8" wide, with vinyl paste spackling compound and finish smooth.

Previously painted surfaces require no prime coat except as specified above. Spot prime all stains with "Stain Killer" formulated for specific stain encountered.

Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

<u>Cementitious Materials</u>: Prepare cementitious surfaces of concrete block, cement plaster and cement asbestos board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

Clean concrete floor surfaces scheduled to be painted with a commercial solution

of muriatic acid, or other etching cleaner. Flush with clean water to be neutralizing acid, and allow drying before painting.

<u>Wood:</u> Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.

When transparent finish is required, use spar varnish for back-priming. Seal tops, bottoms, and cut-outs (hardware openings etc.) of unprimed wood doors with heavy coat of colored varnish or equivalent sealer immediately upon delivery to job.

<u>Ferrous Metals:</u> Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

Touch up shop applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.

<u>Galvanized Surfaces:</u> Clean free of oil and surface contaminants with non-petroleum based solvent.

## **MATERIALS PREPARATION:**

Mix and prepare painting materials in accordance with manufacturer's directions.

<u>Maintain containers used in mixing</u> application of paint in a clean condition, free of foreign materials and residue.

<u>Stir materials before application</u> to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

## **APPLICATION:**

<u>General</u>: Apply paint in accordance with manufacturer's directions, Use applicators and techniques best suited for substrate and type of material being applied. The Contractor is also hereby notified that painting of surfaces is to begin early in day and be completed no later than noon of same day to allow sufficient drying time. Coordinate with requirements of Summary of Work for Contractor's work limits.

Provide finish coats which are compatible with prime paints used. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds.

and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

**SCHEDULING PAINTING:** Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

<u>Allow sufficient time</u> between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

<u>Minimum Coating Thickness:</u> Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

<u>Mechanical and Electrical Work:</u> Painting of mechanical and electrical work is limited to those items exposed on exterior surfaces and in occupiable spaces.

**Prime Coats:** Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by factory

Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

<u>Pigmented (Opaque) Finishes:</u> Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage, Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

<u>Completed Work:</u> Match approved sample areas for color, texture, coverage and quality of workmanship. Remove refinish or repaint work not in compliance with specified

requirements.

## **CLEAN UP AND PROTECTION:**

<u>Clean-up:</u> During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.

<u>Upon completion of painting work</u>, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

**Protection:** Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

At completion of work of other trades, touch up and restore all damaged or defaced surfaces.

## **EXTERIOR PAINT SCHEDULE**

## **Paint Wood Trim:**

## Full gloss alkyd for Deep Colors: 2 finish coats over primer

Prime Coat: Exterior Primer Coating (FS TT-P-25)

Benjamin Moore: Fresh Start All purpose 100% Acrylic Primer 023

Devoe: 1102 All Weather Alkyd House Paint Primer Pittsburgh: 6-9 Speedhide Exterior Wood Primer

S-W: SWP exterior Gloss Finish

## **Low Luster Finish: 2 coats**

First and Second Coats: Alkyd-oil Paint for Wood Shakes and Rough Siding (FS-TT P 52)

TT-P-52)

Benjamin Moore: MoorGuard 103 Low Lustre Fortified Acrylic

Devoe: 14XX DE-Vo-K0 Exterior alkyd Flat Shake Paint Pittsburgh: 6 -Line Speedhide Exterior Wood Finishes

S-W: S-W Exterior Solid Stain

## **INTERIOR PAINT SCHEDULE:**

**General:** Provide the following paint systems for the various substrates and locations, as indicated.

## **Concrete and Concrete Masonry Units and Brick:**

**Semi-Gloss Enamel:** 

<u>Filler Coat:</u> Solvent-Thinned Block Filler. Apply 2 filler coats at a rate to ensure complete coverage with pores filled.

Moore: Moore's Waterproofing Masonry Paint.

S-W: S-W Pro-Mar Block Filler.

First Coat: Enamel Undercoat.

Moore: Moore's Alkyd Enamel Underbody.

S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel.

Second Coat: Odorless Interior Alkyd Semi-Gloss Enamel.

Moore: Moore's Satin Impervo Enamel.

S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel

## **FERROUS METAL**

<u>Semi-Gloss Enamel Finish</u>: 2 Finish Coats over primer, with total dry film thickness not less than 2.5 mils. Apply to all ferrous metal surfaces unless indicated otherwise.

**Prime Coat:** Red Lead Pigmented Primer. Primer is not required on items delivered shop primed.

Devoe: 41821 Bar-Ox Red Lead Metal Primer
Moore: Iron-Clad Retardo Rust Inhibitive Paint
Pittsburgh: U6104 Speedhide Red Lead Primer

S-W: S-W Kromik Metal Primer

**Second and Third Coat:** Interior Enamel Undercoat

Devoe: 8801 Velour Alkyd Enamel Undercoat Moore: Moore's Alkyd Quick-Drying Enamel

Pittsburgh: 6-6 Speedhide Quick-Drying Enamel Undercoat

S-W: S-W Pro-Mar Alkyd Semi-Gloss

## **Galvanized Metal:**

Prime Coat: Zinc Dust - Zinc Oxide Primer Coating

Moore: Iron-Clad Galvanized Metal Primer.

PPG: 6-215 / 6-216 Speedhide Galvanized Steel Paint.

S-W: S-W Galvanized Iron Primer.

Second Coat: Interior Enamel Undercoat. /

Moore: Moore's Alkyd Enamel Underbody. S-W: S-W Pro-Mar Alkyd Semi-gloss.

PPG: 6-6 Speedhide quick-Drying Enamel Undercoater.

Third Coat: Odorless Interior Semi-Gloss Alkyd Enamel.

Moore: Moore's Satin Impervo Enamel.

PPG: 27-109 Wall-Hide Semi-Gloss Enamel. S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel.

## **GYPSUM DRYWALL:**

**LUSTERLESS (FLAT) EMULSION FINISH:** 3 coats (1 primer 2 finish), apply to all gypsum drywall unless indicated otherwise.

**<u>First Coat:</u>** Interior Latex Base Primer coat

Devoe: 50801 Wonder-Tones Latex Flat Wall Paint

Moore: Moore's Latex Quick-Dry Prime Seal

Pittsburgh: 6-2 PPG Quick-Drying Interior Latex Primer Sealer

S-W: S-W Pro-Mar Latex Wall Primer

**Second and Third Coat:** Interior Flat Latex Base Paint

Devoe: 36XX Wonder-Tones Interior Latex Flat Wall Paint

Moore: Moore's Regal Wall Satin

Pittsburgh: 6-7 Speedhide Latex flat Wall Paint

## **EPOXY FINISHES:**

Wall Surfaces: (Truck Bay - Gypsum Board Surfaces)

First Coat: Water Base – Masonry Walls – Gloss Finish S-W: Water Based Catalyzed Epoxy B70/B60V15

Pittsburg: Water Based Pitt-Glaze – Interior / Exterior Block Filler.

Moore: IMC Waterborne Epoxy Block Filler

## **Second Coat and Third Coats:**

S-W: Water Based Catalyzed Epoxy B70/B60V15
Pittsburg: Water Based Pitt-Glaze Epoxy 16-801/16-802

Moore: IMC Polyamide Epoxy Gloss

: S-W Pro-Mar 400 Latex Flat Wall Paint

## **PAINTED WOODWORK:**

**Semi-Gloss Enamel Finish:** 3 Coats

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First Coat: Interior Enamel Undercoat

Devoe: 8801 Velour Alkyd Enamel Undercoat Moore's Alkyd Enamel Underbody

Pittsburgh: 6-6 Speedhide Quick-Drying Enamel Undercoater

S-W: S-W Wall and Wood Primer

**Second and Third Coats:** Odorless Interior Semi-Gloss Enamel

Devoe: 26XX Velour Alkyd Semi-Gloss Enamel

Moore: Moore's Satin Impervo Enamel

Pittsburgh: 2-109 Wall-Hide Semi-Gloss Enamel S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel

## TRANSPARENT STAIN & VARNISH

<u>Interior finished Wood:</u> (Follow AWI Standards for field finishing)

Stain Coat: Interior Oil Stain

Moore: Benwood Interior Stain.

S-W: S-W oil stain.

First Coat:

Moore: Moore's Benwood Paste wood filler S-W: S-W Pro-Mar Varnish Sanding Sealer.

<u>Filler Coat on Open Grain Wood:</u> Paste Wood filler, wiped before first varnish coat.

Moore: Moore's Benwood Satin Finish Varnish.

S-W: S-W Sher-wood Fast-Dry Filler.

Second Coat: Oil Rubbing Varnish.

Moore: Moore's Benwood Satin Finish Varnish.

S-W: S-W Oil Base Varnish, gloss.

## **END OF SECTION 09900**





## THIS IS A PUBLIC WORKS PROJECT

**Covered by the** 

## PREVAILING WAGE LAW

CT General Statutes Section 31-53

If you have QUESTIONS regarding your wages CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

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.

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.

## **Informational Bulletin**

## THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is <a href="http://www.osha.gov/fso/ote/training/edcenters/fact-sheet.html">http://www.osha.gov/fso/ote/training/edcenters/fact-sheet.html</a>;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <a href="http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm">http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm</a>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

## **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.

## - SPECIAL NOTICE -

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

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement 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 Web Site. The
  annual adjustments will be posted on the Department of Labor Web page:
  www.ctdol.state.ct.us. 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.

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

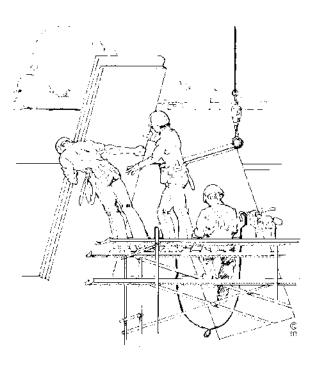
## ~NOTICE~

## 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 of	capacity as
	l representative		title
for		, located at	
	tracting agency		address
do hereby ce	ertify that the tota	al dollar amount of work to	be done in connection with
		, located at	
proje	ect name and nun		address
shall be \$		_, which includes all work,	regardless of whether such project
consists of o	one or more contr	racts.	
		CONTRACTOR INFO	RMATION
Name:			
Address:			
Authorized l	Representative:_		
Approximate	e Starting Date:		
Approximat	e Completion Da	nte:	
S	Signature		Date
_			
Return To:		Department of Labor	
	Contract Com	kplace Standards Division	
	200 Folly Bro	-	
	Wethersfield,		
D			
Date Issued:			

## CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

## **CONTRACTORS WAGE CERTIFICATION FORM**

**Construction Manager at Risk/General Contractor/Prime Contractor** 

I,	of
Officer, Owner, Authorized R	Rep. Company Name
do hereby certify that the	
	Company Name
	Street
	City
and all of its subcontractors will pay	y all workers on the
Project	Name and Number
Street	t and City
the wages as listed in the schedule of attached hereto).	of prevailing rates required for such project (a copy of which is
	Signed
Subscribed and sworn to before me	e this,
	Notary Public
Return to:	, CI 1
Connecticut Departi Wage & Workplace 200 Folly Brook Bly Wethersfield, CT 0	e Standards Division vd.
Rate Schedule Issued (Date):	

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.							PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS  WEEKLY PAYROLL									Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109					
CONTRACTOR NAME AND ADDRESS:												SUBCONTRAC	WORKER'S COMPENSATION INSURANCE CARRIER								
PAYROLL NUMBER	JMBER Week-Ending Date PROJECT NAME & ADDRESS								POLICY #  EFFECTIVE DATE:  EXPIRATION DATE:												
PERSON/WORKER,	APPR	MALE/	WORK			DA	Y AND DA				Total ST	BASE HOURLY	TYPE OF	GROSS PAY	T	TOTAL DEDUCTIONS			GROSS PAY FOR		
ADDRESS and SECTION	%	FEMALE AND RACE*	CLASSIFICATION  Trade License Type & Number - OSHA 10 Certification Number	S		T HOURS W		TH ACH DAY	F	S	Hours  Total  O/T Hours	RATE TOTAL FRINGE BENEFIT PLAN CASH	FRINGE BENEFITS Per Hour 1 through 6 (see back)	FOR ALL WORK PERFORMED THIS WEEK	FICA	FEDERAL WITH- HOLDING	WITH-	LIST OTHER	THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
												\$ Base Rate  \$ Cash Fringe  \$ Base Rate  \$ Cash Fringe  \$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$ 1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$ 1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$ 1. \$ 5. \$ 6. \$ 7. \$ 7. \$ 7. \$ 7. \$ 7. \$ 7. \$ 7. \$ 7								
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12/9/2013 WWS-CP1		*IF REQU	JIRED									Cash Fringe  *SEE REVERSE	6. \$			<u> </u>		P	AGE NUMBER	OF	

## \*FRINGE BENEFITS EXPLANATION (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits  1) Medical or hospital care	•	eahility
		acation, holiday
		her (please specify)
	IFIED STATEMENT	
For the week ending date of		
I,	of	, (hereafter known as
Employer) in my capacity as		(title) do hereby certify and state:
Section A:		
	necticut General Statutes	he full weekly wages earned by them during , section 31-53, as amended. Further, I
a) The records submitted	are true and accurate;	
contributions paid or paya defined in Connecticut Go of wages and the amount person to any employee v subsection Connecticut Go less than those which may	able on behalf of each su eneral Statutes, section 3 of payment or contributi welfare fund, as determin General Statutes, section 3 y also be required by con	
		visions in Connecticut General Statutes, state highway construction);
		npensation insurance policy for the duration of a provided to the contracting agency;
gift, gratuity, thing of valuindirectly, to any prime comployee for the purpose	ue, or compensation of a ontractor, prime contract e of improperly obtaining contract or in connection	ch means any money, fee, commission, credit, ny kind which is provided directly or or employee, subcontractor, or subcontractor or rewarding favorable treatment in with a prime contractor in connection with a
		yroll which he knows to be false is a class D five thousand dollars, imprisoned for up to
	to the certified payroll	nstruction safety course, program or required to be submitted to the contracting first appears.
(Signature)	(Title)	Submitted on (Date)

Weekly Payroll Certification For Public Works Projects (Continued)

## PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:

Contractor or Subcontractor Business Name:

## WEEKLY PAYROLL

PERSON/WORKER,	APPR	MALE/	WORK			DAY	AND D	DATE			Total ST	BASE HOURLY	TYPE OF	GROSS PAY	TOTAL DE	EDUCTIONS	S	GROSS PAY FOR	
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	%	AND											BENEFITS	PERFORMED				RATE JOB	NET PAY
		RACE*	Trade License Type									TOTAL FRINGE	Per Hour	THIS WEEK					
			& Number - OSHA		L			<u> </u>				BENEFIT PLAN	1 through 6				OTHER		
			10 Certification Number		НО	URS WO	RKED E	EACH DA	ΛΥ		O/T Hour		(see back)		HOLDING	HOLDING			
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\*IF REQUIRED

12/9/2013 WWS-CP2

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER \_\_\_\_OF

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Con Certified Payrolls with a shall be submitted mont	stater	ment of cor	npliance		PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS  Connecticut Department of Wage and Workplace Stand WEEKLY PAYROLL  200 Folly Brook Blvd.						ce Standards Divis	ion								
CONTRACTOR NAME	ANITS	DDBECC.	45 E-1									SUBCONTRACT	OP NAME &	ADDDESS		IWORKER		rsfield, C		2
CONTRACTOR NAME AND ADDRESS:  Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472							XYZ Corporation		WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928											
PAYROLL NUMBER		-Ending late /09	PROJECT NAME & DOT 105-296, Rou		SS							Yantic, CT 063	89			EFFECTIV	EDATE 1/	1/09		
PERSON/WORKER,	APPR	MALE/	WORK			D	AY AND	DATE			Total ST	BASE HOURLY	TYPE OF	GROSS PAY	1 1	OTAL DEDUCTIONS			GROSS PAY FOR	
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	0/6	AND RACE*	Trade License Type & Number - OSHA	20	21	22	23	24	25	26	Total	TOTAL FRINGE BENEFIT PLAN	Per Hour 1 through 6	WORK PERFORMED THIS WEEK	FICA	WITH-	WITH- OTHER	LIST	RATE JOB	NET PAY
		-	10 Certification Number		_	HOURS	VORKED	EACH DAY	1	_	O/T Hour	CASH	(see back)		-	HOLDING	HOLDING	-		
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C Electrical Lineman E-1 1234567	\$1,582.80				P-xxxx	\$1,582.80	#123											
Williamsc, C1 00220	osi		OSHA 123456	OSHA 123456								O-TIME	1078	5 S						
		-			-	-	+	-	1	+		Cash Fringe	6. S 1. S		-	+	-	-		
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Norwich, CT 06360			OSHA 234567								O-TIME	S 16.63	4. \$ 5. \$						1	\$xxx.xx
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Franklin T. Smith 234 Washington Rd.		M/H	Project Manager			8					S-TIME B	\$ Base Rate	1. S 2. S 3. S	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x	- 1	#125
New London, CT 06320							1				O-TIME	Dase Rate	4. \$							XXX.XX
SECTION B								1-1-			100	\$	5. \$							
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/13/2009 /WS-CP1		*IF REQU	JIRED									*SEE REVERSE	SIDE					p	AGE NUMBER	1 of 2

## \*FRINGE BENEFITS EXPLANATION (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:  1) Medical or hospital care Blue Cross	4) Disability
2) Pension or retirement	
3) Life Insurance Utopia	6) Other (please specify)
CERTIFIED STA	TEMENT OF COMPLIANCE
	TEMENT OF COMPLIANCE
For the week ending date of 9/26/09	
I, Robert Craft of XYZ	Corporation , (hereafter known as
Employer) in my capacity as Owner	(title) do hereby certify and state:
the week in accordance with Connecticut Gene hereby certify and state the following:  a) The records submitted are true and b) The rate of wages paid to each med	chanic, laborer or workman and the amount of payment or
defined in Connecticut General Statu of wages and the amount of payment of employee to any employee welfare fur	If of each such employee to any employee welfare fund, as ites, section 31-53 (h), are not less than the prevailing rate or contributions paid or payable on behalf of each such ind, as determined by the Labor Commissioner pursuant to les, section 31-53 (d), and said wages and benefits are not wired by contract;
	ill of the provisions in Connecticut General Statutes, pplicable for state highway construction);
	ver is covered by a worker's compensation insurance nent which proof of coverage has been provided to the
gift, gratuity, thing of value, or compe indirectly, to any prime contractor, pri employee for the purpose of improper	cbacks, which means any money, fee, commission, credit, insation of any kind which is provided directly or ime contractor employee, subcontractor, or subcontractor ly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a ractor; and
	certified payroll which he knows to be false is a class D fined up to five thousand dollars, imprisoned for up to
training completion document to the certifagency for this project on which such emp	
Robert Craft o	(Title) $\frac{10/2/09}{\text{Submitted on (Date)}}$
(Signature)	(Title) Submitted on (Date)
listed under Section B who performed work wage requirements defined in Connecticut	direments for reporting purposes only, all employees to on this project are not covered under the prevailing General Statutes Section 31-53.
Robert Craft own	(Title) Submitted on (Date)
	ted were performed under Section A unless clearly

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*

\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\*



AND THE REPORT OF THE PROPERTY OF THE PROPERTY

About Us

FAQ

News and Notices

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**Unemployment Benefits On-Line** 

Job Seekers

Home

Employers

**Labor Market Information** 

Directions/Office Information

**Employee Complaint Forms** 

**Employer Forms** 

Laws/Legislation

Manuals and Publications

Compliance Assistance

**Prevailing Wages** 

Standard Wage Rates

Workplace Standards

**Employment of Minors** 

**FMLA** 

Joint Enforcement Commission For Worker Misclassification (JEC)

Stop Work Orders

Reports of Activities

FAQs

Newsroom

Contact Us

#### OCCUPATIONAL CLASSIFICATION BULLETIN

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. PILEDRIVERMEN. LATHERS. RESILEINT 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 hanging+ for any and all types of building and
residential work.

## LEAD PAINT REMOVAL

- · Painter's Rate
  - 1. Removal of lead paint from bridges.
  - 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

 ates 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, facia, 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(1)(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 contact 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

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

Home | CT gov Home | Sand Feedback-%end | 19%> <%if cbool (request.Cookies(Application("HOME\_NAME"))("A"))> true and request.Cookies(Application ("HOME\_NAME"))("A")<>> "CF83CbC7" then call Session\_WriteString(" | Admin") end 19%>
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## 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.

Project: Rose City Senior Center Renovations And Modernizations

## **Minimum Rates and Classifications for Building Construction**

**ID#**: B 20541

## **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: Norwich

State#: FAP#:

Project: Rose City Senior Center Renovations And Modernizations

CLASSIFICATION	<b>Hourly Rate</b>	Benefits
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
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**		
1c) Asbestos Worker/Heat and Frost Insulator	35.75	27.46

2) Boilermaker	35.24	25.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	28.74 + a
3b) Tile Setter	33.75	24.21
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.26	20.69
3e) Plasterer	32.50	29.45

Project: Rose City Senior Center Renovations And Modernizations		
LABORERS		
4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	27.85	18.30
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.10	18.30
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	28.35	18.30
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.	28.85	18.30
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	28.60	18.30

4e) Group 6: Blasters, nuclear and toxic waste removal.  30.85  18.30  4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	Project: Rose City Senior Center Renovations And Modernizations			
	4e) Group 6: Blasters, nuclear and toxic waste removal.	30.85	18.30	
		28.85	18.30	
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring 28.38 18.30 crew.		28.38	18.30	
4h) Group 9: Top men on open air caisson, cylindrical work and boring 27.86 18.30 crew.		27.86	18.30	
4i) Group 10: Traffic Control Signalman 16.00 18.30	4i) Group 10: Traffic Control Signalman	16.00	18.30	
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.	Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers,	31.00	22.50	

5a) Millwrights	31.60	22.75
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)	38.10	22.72 + 3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	47.96	28.385+a+b
LINE CONSTRUCTION		
Groundman	24.37	6.5%+10.04
Linemen/Cable Splicer	44.30	6.5%+17.70

8) Glazier (Trade License required: FG-1,2)	34.58	18.55
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	34.47	29.74 + 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. (Trade License Required)	37.55	23.05 + 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)	37.23	23.05 + 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)	36.49	23.05 + a

Project: Rose City Senior Center Renovations And Modernizations		
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	36.10	23.05 + 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)	35.51	23.05 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	35.51	23.05 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	35.20	23.05 + 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).	34.86	23.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	34.46	23.05 + a

31.99	23.05 + a
31.99	23.05 + a
31.93	23.05 + a
31.35	23.05 + a
30.21	23.05 + a
	31.93

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	29.80	23.05 + a
Group 16: Maintenance Engineer/Oiler.	29.15	23.05 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	33.46	23.05 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	31.04	23.05 + a
PAINTERS (Including Drywall Finishing)		
10a) Brush and Roller	31.02	18.55

110jeec.		
10b) Taping Only/Drywall Finishing	31.77	18.55
10c) Paperhanger and Red Label	31.52	18.55
10e) Blast and Spray	34.02	18.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	40.31	26.82
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
13) Roofer (composition)	33.25	18.05

14) Roofer (slate & tile)	33.75	18.05
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	34.87	32.40
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)	40.31	26.82
TRUCK DRIVERS		
17a) 2 Axle	28.58	20.24 + a
17b) 3 Axle, 2 Axle Ready Mix	28.68	20.24 + a

Project: Rose City Senior Center Renovations And Modernizations		
17c) 3 Axle Ready Mix	28.73	20.24 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.78	20.24 + a
17e) 4 Axle Ready Mix	28.83	20.24 + a
17f) Heavy Duty Trailer (40 Tons and Over)	29.03	20.24 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.83	20.24 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.76	19.87 + a

Project: Rose City Senior Center Renovations And Modernizations		
19) Theatrical Stage Journeyman	25.76	7.34

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 \$2.00 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 journeyperson 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. 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.

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.