

#5

FINANCE DEPARTMENT

Memo

July 12, 2022

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Bid Award – BID#22-132 Public Safety Roof Replacement

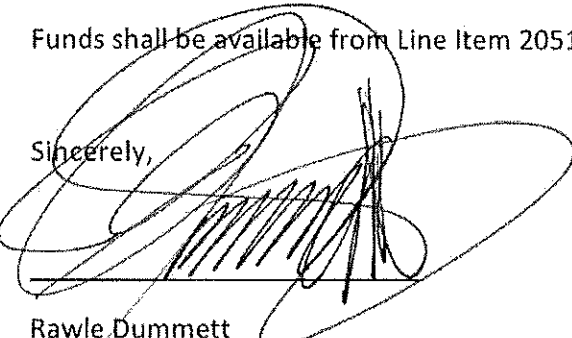
Dear Mr. Brule,

On June 21, 2022, Paul Koelle and I opened bids for the above-mentioned project with the attached results.

After a series of reviews, the Purchasing Agent on behalf of the Public Works Department recommends the contract for this project be awarded to the lowest most qualified bidder, Bay Restoration, LLC in accordance with their submission dated June 15, 2021.

Funds shall be available from Line Item 20511-57872 PS Bldg. Roof and HVAC.

Sincerely,



Rawle Dummett
Purchasing Agent,
Town of Waterford

Rawle Dummett

From: Gary Schneider
Sent: Friday, July 8, 2022 10:40 AM
To: Rawle Dummett
Cc: Paul Koelle
Subject: FW: Waterford PSF Roof Replacement - Bidder Recommendation
Attachments: Bidder Recommendation.070122.pdf

Based on the recommendation of the Engineer, I recommend the bid be awarded to Bay Restoration, LLC

Gary J Schneider
Director of Public Works
Town of Waterford
Public Works Department

From: Ken Hipsky [mailto:khipsky@rzdesignassociates.com]
Sent: Saturday, July 2, 2022 5:50 PM
To: Paul Koelle <pkoele@waterfordct.org>
Subject: Waterford PSF Roof Replacement - Bidder Recommendation

CAUTION: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Hi Paul.

Attached is the bidder recommendation letter.

Please let me know if you have any questions.

Kenneth A. Hipsky, P.E., LEED AP – Vice President
Extension 123
Cell: 860.310.9827



Phone: (860) 436-4336 • Fax: (860) 436-4350 • Web: www.rzdesignassociates.com

Main Office
750 Old Main Street
Suite 202
Rocky Hill, CT 06067

Branch Office
31 Inyward Street
Suite A-1
Franklin, MA 02038

Tabulation Sheet Bid#22-132 Public Safety Roof Replacement June 21, 2022 @11:00 am		
Vendor	Bid	Notes
Greenwood	\$444,000.00	Lump Sum
Barrett Inc.	\$286,700.00	Lump Sum
Bay Restoration	\$170,000.00	Lump Sum
Imperial company Restoration	\$248,000.00	Lump Sum
Guaranteed Roofing	\$357,000.00	Lump Sum



750 Old Main Street, Rocky Hill, CT 06067
Phone: (860) 436-4336 • Fax: (860) 436-4450
www.rzdesignassociates.com

July 1, 2022

Paul Koelle
Facilities Manager
Public Works Department
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: RFP #22-132 Public Safety Roof Replacement
Waterford, CT

Dear Paul:

I concur with my architectural subconsultant's recommendation (see attached) that the Town contract with Bay Restoration, LLC in the amount of \$170,000.00.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Hipsky', with a long horizontal flourish extending to the right.

Kenneth A. Hipsky, P.E., LEED AP
Vice President



**Public Safety Facility Roof Replacement
for the Town of Waterford**
Bid #22-132

June 30, 2022

To: RZ Design Associates
Attn: Ken Hipsky, Vice President
750 Old Main Street, Suite 202
Rocky Hill, CT 06067

Re: Bid Recommendation

Ken,

I am in receipt of the bids for the above-mentioned project. I have reviewed the apparent low bidder and have the following comments.

Bay Restoration LLC was the apparent low bidder for the project with a base bid of \$170,000.00. Their bid package appears to be prepared properly and in accordance with the bidding procedures set forth in the specifications. The following forms were included in their bid package:

- Lump Sum Proposal Form
- Bid Form with acknowledgement of Addendums #1 – 6
- Contractors Qualification Statement
- Acknowledgement of Principal, If a Corporation
- Non-Collusive Affidavit of Prime Bidder
- Contractor Information Sheets
- Affirmative Action / Equal Employment Activities
- Affirmative Action Statement
- State of Connecticut – Major Contractor License
- State of Connecticut – DAS Prequalification Certificate
- Certification of Registration City of New Haven – Small Contractor Development Program
- Certificate of Completion – Sexual Harassment & Diversity in the Workplace
- Bid Bond

I reviewed the bid package and had a discussion with Jessie Allen from Bay Restoration about the submitted bid being on the lower side he noted to me that he is good with the price he submitted and is looking forward to completing another project with the Town of Waterford. We also discussed some project logistics and he noted that he has most if not all of the material in stock so he can start the roof and not have to wait on materials. Bay Restoration is also an Authorized Applicator for Carlisle Syntec Systems, see attached. I questioned the different addresses listed on the provided bid and the Authorized Applicator letter, Mr. Allen noted to me that the New York address is there second office. With all that said, I recommend that the Town of Waterford move forward with Bay Restoration.

Pending final review of the bid by the Town of Waterford's legal counsel, it is my professional determination that Bay Restoration LLC is capable of completing the work according to the requirements set forth in the contract documents.

QuisenberryArcariMalik



If you have any further questions, comments or concerns, please do not hesitate to contact me by phone or email atarpill@qamarch.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Tarpill", written over a horizontal line.

Andrew Tarpill, AIA
Associate

QuisenberryArcariMalik

195 Scott Swamp Road Farmington, CT 06032 + (860) 677-4594 + qamarch.com



September 10, 2020

BAY RESTORATION LLC

P.O. BOX 8257

WHITE PLAINS, NY 10602-8257

US

Project:

To Whom It May Concern:

This letter is to confirm that BAY RESTORATION LLC in WHITE PLAINS, NY is a Carlisle
Authorized Applicator.

If you should have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Szalay".

Glenn Szalay

/ems

LUMP SUM PROPOSAL FORM

Bid#22-132 Public Safety Facility Roof Replacement
WATERFORD, CONNECTICUT

BIDDER:

NAME BAY RESTORATION, LLC
ADDRESS 550 NEW HAVEN AVE
MILFORD, CT 06460

To: Rawle Dummett, Purchasing Agent

Project: **Bid#22-132 Public Safety Facility – Roof Replacement**

We propose to perform the work described in the Contract Documents for

Entire Project – for the Total Lump Sum Cost of:

\$170,000.00

ONE HUNDRED SEVENTY THOUSAND DOLLARS
(written figure)

PLEASE PLACE THIS FORM AT THE FRONT OF YOUR SUBMISSION

PROPOSAL BID#22-132
Public Safety Facility
Roof Replacement
Town of Waterford

Proposal of BAY RESTORATION LLC hereinafter called
"BIDDER"

*a corporation of the State of

*a partnership, or

*an individual doing business as

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 150 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:

ADDENDUM #1 - 6/8/22 : ADDENDUM #2 - 6/9/22
ADDENDUM #3 - 6/14/22 : ADDENDUM #4 - 6/14/22 : ADDENDUM #5
6/15/22

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract. ADDENDUM #6
6/16/22

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of One Hundred Seventy Thousand dollars
(\$170,000)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name: 10 years.
2. Ever failed to complete any work? NO
3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.
 - a. Location GREENWICH CT
Project/Phone# GREENWICH HOUSING AUTHORITY
Engineer/Phone# TONY JOHNSON (203) 898-4814
Completion Date 2021
Amount of Contract \$1639K
 - b. Location RIDGEFIELD, CT
Project/Phone# SOLANA RIDGEFIELD
Engineer/Phone# JOSH ROCCAPRIORE (978) 535-0700
Completion Date _____
Amount of Contract \$375K
 - c. Location NEW HAVEN, CT
Project/Phone# ROCKVIEW PHASE II
Engineer/Phone# KYMA GANZER (860) 801-4443
Completion Date _____
Amount of Contract \$2.2 MIL
4. Bank Reference/Phone# _____

This firm consists of the following members:

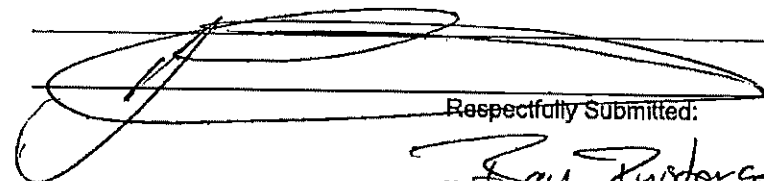
Full Name Esteban Rodriguez Residence _____

The officers are:

Full Name President: Esteban Rodriguez Residence BPT

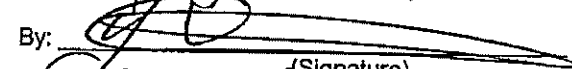
Treasurer: Lucie Allen unifor L

Directors: _____



Respectfully Submitted:

Ray Rodriguez LLC
(Firm Name)

By: 
(Signature)
Lucie Allen
(Typed Name and Title)

SEAL: (If bid is by a Corporation)

350 Alcazar Avenue ALA
unifor L (Business Address)

203-693-2141
(Telephone)

203-693-2139
(Fax)

Ray Rodriguez Corp @ CMLA
(Email)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF _____

ss:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN, WHO; BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT _____, THAT HE/SHE IS THE _____ OF _____, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL)

(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP/LLC)

STATE OF CT

ss:

COUNTY OF New Haven

ON THIS 18 DAY OF June, 2022, BEFORE ME PERSONALLY CAME AND APPEARED Schmidy Rodriguez, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE MEMBERS/PARTNERS OF THE FIRM OF Bay Restoration LLC DESCRIBED IN AND WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR THE ACT AND DEED OF SAID FIRM.

(SEAL)

Wanda
(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____

ss:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____ TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND DEED.

(SEAL)

(NOTARY PUBLIC)

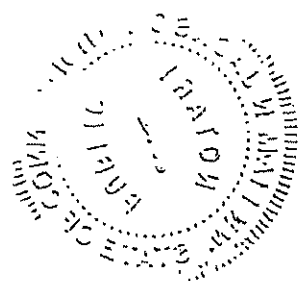
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto The Town of Waterford as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____



The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

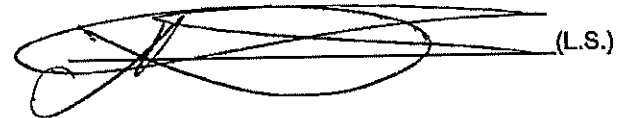
NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

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

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

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



(L.S.)

(Surety)

By:

SEAL:

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Gary T. Eastman of Leawood, KS

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26th day of August, 2021.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



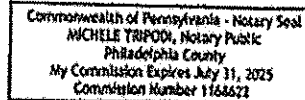
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 26, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of July, 2021.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

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

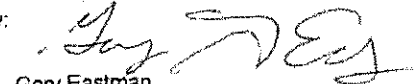
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

_____(L.S.)

(Surety)
ARCH INSURANCE COMPANY

By:



Gary Eastman
Attorney in fact

SEAL:

TOWN OF WATERFORD
Bid#22-132 Public Safety Facility
Roof Replacement

This Contract is entered into this 14TH day of JUNE, 2022, between the TOWN OF WATERFORD, hereinafter called the TOWN and DAY RESTORATION LLC hereinafter called the CONTRACTOR, whereby the CONTRACTOR agrees to complete the work on the project entitled PUBLIC SAFETY FACILITY ROOF REPLACEMENT in accordance with the contract documents which consist of the Instructions to Bidders, the Proposal, General, Supplementary and Special Conditions, plans and specifications and all other documents attached hereto which are hereby made part of this Contract. The CONTRACTOR agrees to carry on the work with diligence and dispatch, and to furnish such equipment and labor as is consistent with good construction practice and furnish the completed project to the TOWN in a good and usable condition.

The TOWN agrees that it will pay the CONTRACTOR as specified in the Specifications and the Proposal, and upon satisfactory completion of the work, it will accept the project. After completion of the project, and acceptance by the TOWN the CONTRACTOR shall submit an itemized final estimate. No later than 31 days after acceptance of the final estimate by the TOWN, the TOWN shall pay 95% of the Contract price. No later than six (6) months after acceptance of the final estimate, the TOWN will pay the 5% retained, unless in that time the materials or workmanship in the project shall have been found to be defective.

The total payment will be One hundred & Seventy Thousand - 00 (\$ 170,000).

Signed at Waterford, Connecticut this 15th day of June, 2022

For the CONTRACTOR

Delquide Rodriguez

FOR TOWN OF WATERFORD

First Selectman

Director of Finance

Purchasing Agent

(Principal) Secretary

(SEAL)

(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

(Surety) Secretary

By

Surety

Attorney-in-Fact (S)

(Address - Zip Code)

(SEAL)

Witness as to Surety

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the 18 day of Jan, 2022

Fitzgerald Rodriguez
Principal

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

(Address - Zip Code)

By Betaida Rodriguez

SSO - New Haven Ave
(Address - Zip Code) 06460

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address - Zip Code)

By _____ (S)
Attorney-in-Fact

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

END OF SECTION

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD NON-
COLLUSION STATEMENT**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: JUNE 14, 2022

Name of Company: BAY RESTORATION LLC

Name and Title of Agent: BETZaida RODRIGUEZ

By (SIGNATURE): _____

Address: 550 NEW HAVEN AVENUE
MILFORD, CT 06460

Telephone Number: (203) 693-5141

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: BETZADA RODRIGUEZ
Company name: BAY RESTORATION LLC
Address: 550 NEW HAVEN AVENUE
Phone: (203) 693-2141 Email: BAYRESTORATIONCORP@GMAIL.COM
ESTABLISHED: _____
(Month) (Year)

State of Connecticut Contractor License # MCO 0904205
Asbestos Abatement Contractor Certification License# _____
TYPE OF ORGANIZATION: (Circle One)

A) Individual B) Partnership C) Corporation D) LLC
E) Other _____
(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)
10

YEARS OF WORK IN RELATED FIELD:
(Describe Any Related Work)
Restoration

USE OF SUBCONTRACTORS:
To provide all the services listed in the specifications, would any services be handled by subcontractors? NO Yes/No If "Yes", please explain for what parts of project:

Please list all Subcontractor Name(s) and License # (s):

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor/bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

06/14/22 [Signature] Manager
Date Signature Title

Subscribed and sworn to before me at Pittsford, Connecticut, this

Day of June 20 22

AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR:
- (1) The number of employees 14
- (2) Completed this form within one year ✓ Yes No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT — Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

Bay Restoration LLC

TYPE OF BUSINESS

Construction

TYPE OF ORGANIZATION

✓ Corporation Partnership Individual

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dep.occupationalprofessional@ct.gov.

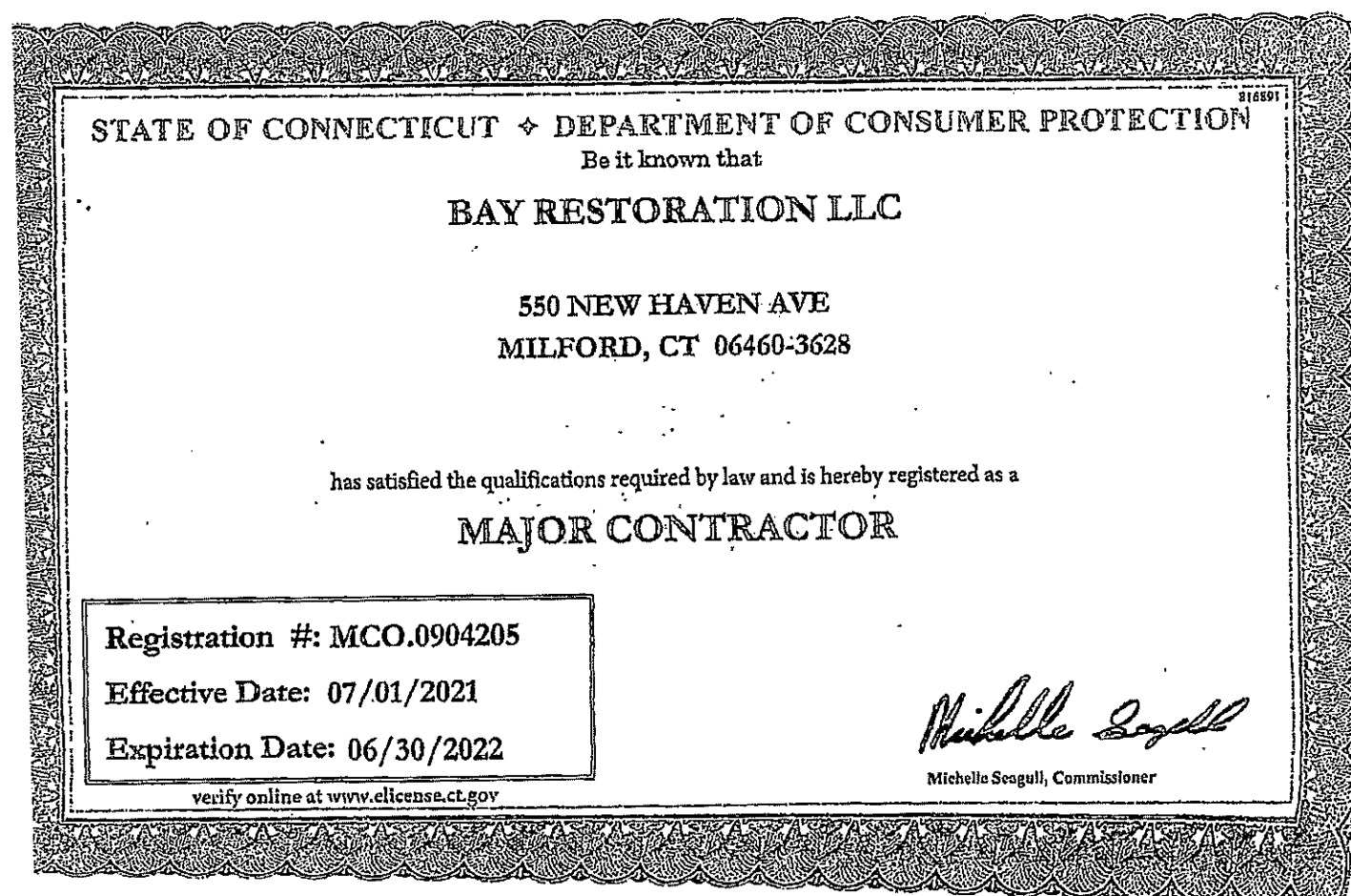
In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

BAY RESTORATION LLC
550 NEW HAVEN AVE
MILFORD, CT 06460-3628

Email on file to be used for receiving all notices from this office:

bayrestorationcorp@gmail.com



State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Bay Restoration LLC

550 New Haven Ave, Milford, CT 06460

As a

Prequalification Construction Contractor

April 17, 2022 through April 16, 2023

CONTACT INFORMATION

Name: Betsy Rodriguez

Phone: 203-693-2142

Fax: 203-693-2139

Email: bayrestorationcorp@gmail.com

Name: Charisse Davidson

Phone: 203-693-2142

Fax: 203-693-2139

Email: cdavidson4bay@gmail.com

Effective Date

4/17/2022

Aggregate Work Capacity (AWC)

\$6,000,000.00

Single Limit (SL)

\$3,000,000.00

Classifications

GENERAL BUILDING
CONSTRUCTION (GROUP C),
ROOFING

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.
Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

CERTIFICATION OF REGISTRATION

CITY OF NEW HAVEN

Small Contractor Development Program

Presented To:

Bay Restoration, LLC
550 New Haven Ave
Milford, CT 06460

Type of Contractor: Roofing, Siding, Windows,
Framing, Sheetrock, Painting &
Tile

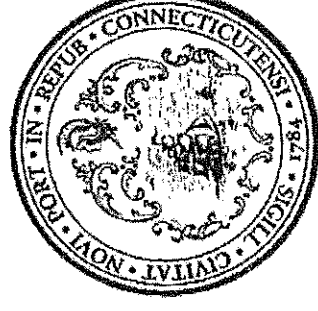
Date of Issue: November 9, 2020

Date of Expiration: November 9, 2022

Small Contractor Development



Our business... is growing yours.



Justin Elicker
Mayor

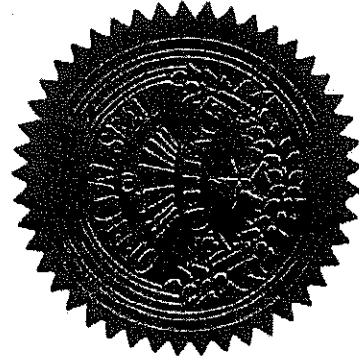

L. Snyder, Program Manager

Certificate of Completion

The John J. Driscoll United Labor Agency and Building Pathways CT Certifies that

Betzaida Rodriguez
Bay Restoration, LLC

Has completed Sexual Harassment and Diversity in the Workplace training on May 12, 2021



Emmett A. Burton

Emmett Burton/ Instructor
John J. Driscoll United Labor Agency

6/23/21

Date



SPECIFICATIONS & BID FORM
FOR
Public Safety Facility
Roof Replacement
TOWN OF WATERFORD, CONNECTICUT

BID OPENING

DATE: June 16, 2022

TIME: 11:00 a.m.

PLACE: Town of Waterford 5 Rope Ferry Road Waterford, CT 06385

BOARD OF SELECTMAN

Robert J. Brule, First Selectman
Jody Nazarchyk, Selectwoman
Elizabeth Sabilia, Selectwoman

Rawle Dummett, Purchasing Agent
Finance Department
Town of Waterford, Connecticut

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 Attachment A:

 • Commission on Human Rights and Opportunities

 Contract Compliance Regulations Notification to Bidders

Special Provisions.....

ADVERTISEMENT FOR BIDS

Bid#22-132 Public Safety Facility Roof Replacement

TOWN OF WATERFORD, CONNECTICUT

TOWN OF WATERFORD, CONNECTICUT
(Owner)

Sealed bids for Public Safety Facility Roof Replacement will be received by the Purchasing Agent of the Town of Waterford at the Waterford Town Hall, 15 Rope Ferry Road, Waterford, CT 06385 until **11:00 a.m.**, prevailing time, on **June 16, 2022**, and then at said office publicly opened and read aloud. Bids must be enclosed in a sealed envelope and designated as bid for "Public Safety Facility – Roof Replacement"

A mandatory Site Inspection is scheduled on **Tuesday 7, June 2022 at 10:00 a.m.**
204 Boston Post Road Waterford CT, 06385.

Any bid may be withdrawn prior to the above scheduled time for opening of bids.
Any bid received after the time and date specified will be returned unopened.

Contract documents, including Plans and Specifications, may be downloaded from the following locations at no cost. The Town will not provide printed bid documents or pay for any printing costs associated with the bid documents.

<https://www.waterfordct.org/purchasing/pages/bids-vendors>
<https://portal.ct.gov/>

Each bidder is responsible for checking these websites to determine if any addenda have been issued to the Information for Bidders and/or Contract Documents, and if so, to complete its response in accordance with the Information for Bidders and/or Contract Documents as may have been modified by any such addenda.

The contractor who is selected to perform this project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

The Town of Waterford reserves the right to waive any formalities or to reject any or all bids.

Each bidder must deposit, with his bid, security in the form of bid bond or certified check subject to the conditions provided in the Information for Bidders.

No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

RAWLE DUMMETT
Purchasing Agent
Town of Waterford, Connecticut

The Town of Waterford is An Equal Opportunity/Affirmative Action Employer.

INFORMATION FOR BIDDERS

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2. Method of Award
3. Bid Schedule
4. Arithmetic Discrepancies
5. Bid Security
6. Qualifications of BIDDER
7. Identity of SUB-CONTRACTORS
8. Bonds
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19. Laws and Regulations
20. List of Utilities in the Area
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29. Enumeration of the Proposed Contract Documents

INFORMATION FOR BIDDERS

1. **Sealed Bids**

Sealed bids for Public Safety Facility – Roof Replacement will be received by the Purchasing Agent of the Town of Waterford at the 15 Rope Ferry Road, Waterford, CT until **11:00 a.m.** prevailing time on **June 16, 2022**, and then at said office publicly opened and read aloud. Bids must be enclosed in a sealed envelope and designated as bid for "Public Safety Facility – Roof Replacement".

Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified will be returned unopened.

2. **Method of Award**

The Town of Waterford intends to award the contract to the lowest responsible bidder. The Town reserves the right to reject any and all bids and to award each contract to the bidder who is most responsive to the interests of the Town.

If the lowest bid submitted by a responsible bidder does not exceed the amount of funds made available by the State and Federal Agencies, the contract will be awarded on the basis of base bid. If such bid exceeds such amount, the Owner may reject all bids or award the contract on the basis of the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid that produces a net amount which is within the available funds. (Refer to Bid Forms for additional information.)

3. **Bid Schedule**

Bids must be made on these forms and returned intact. Bidders will state both in writing and in figures, in ink or typewritten, the proposed price for each separate item of the work called for in the bid schedule, by which prices will be compared. If any price is omitted, the blank shall be filled with the highest price named by any bidder for that item or the bid may be rejected. Alterations and erasures must be initialed by the signer.

4. **Arithmetic Discrepancies**

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern.
3. Apparent errors in extension of unit prices will be corrected.
4. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the Town will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

5. **Bid Security**

If the total amount of the bid submitted exceeds \$50,000, or if the bid contains any add alternates and the combination of the base bid plus all add alternates exceeds \$50,000, then the bid must be accompanied by a CERTIFIED CHECK or a BID BOND, signed by a responsible Surety, in the amount of 10% of the total amount of the tendered bid and made payable to the order of the Town of Waterford. All bid checks or bonds, except those of the lower three (3) bidders will be returned within ten (10) days of the opening of bids. Those of the lower three (3) bidders will be retained by the Town of Waterford until one of the lower three (3) bidders signs the contract or until all bids are rejected; however, in no case will the bid check or bond be retained for more than 90 days unless forfeited as hereinafter stipulated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

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.

If the total amount of the bid (or base bid plus alternates) submitted is \$50,000 or less, then no bid security is required.

The Bid Bond and Surety's Letter of Intent must be provided by a Surety Company that meets all of the following qualifications as of the date of bid.

- A. Licensed to do business in the State of Connecticut
- B. Listed on the current U. S. Treasury "T" List
- C. Rate A- or better by A. M. Best

6. **Qualifications of BIDDER**

The OWNER may make such investigations as it 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 shall not be accepted. Any CONTRACTOR, who is in litigation or arbitration with the Town at the time of the bid opening, or prior to the execution of the CONTRACT, may be considered an unacceptable BIDDER and may be disqualified.

7. **Identity of SUB-CONTRACTORS**

If any portion of the work is to be performed by persons or entities not considered to be part of the bidder's own forces, the successful bidder shall, upon notification of the award of a contract, furnish a written list of such other persons or entities and a description of the work to be performed by them. If requested by the Owner, the successful bidder shall be required to establish, to the satisfaction of the Owner, the reliability and responsibility of such Sub-Contractors.

8. **Bonds**

A. **Performance Bond**

If the total bid price for the project exceeds **\$50,000**, or if the bid contains any alternates and the combination of the base bid plus Town accepted alternates exceeds \$50,000, then either all of the following is required:

1. The Contractor shall furnish a bond covering faithful performance of the Contract. Surety shall be qualified to do business in the State of Connecticut, listed on the current U. S. Treasury "T" list, and rated "A-" or better by A. M. Best. The cost of the bond premium shall be included in the Contract Sum. The amount of the bond shall be equal to 100 percent of the Contract Sum.

OR

2. In lieu of a Performance Bond, a security in a form acceptable to the Town (for example, letter of credit or an assigned passbook) in the amount of 100% of the Contract may be substituted.

The Contractor shall deliver the required security to the Owner on the date the agreement is entered into.

The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix thereto a certified and current copy of the power-of-attorney.

In the case where add alternates are part of the bid, and where acceptance of any alternates would cause the Contract Sum to exceed the \$50,000 threshold, then the price of the alternate shall include the cost of the required bond or security.

B. Payment Bond

If the total bid price for the project exceeds **\$100,000**, or if the bid contains any alternates and the combination of the base bid plus all Town accepted alternates exceeds \$100,000, then either of the following is required:

1. The Contractor shall furnish a bond covering payment of obligations arising under the terms of the Contract. Surety shall be qualified to do business in the State of Connecticut, listed on the current U.S. Treasury "T" list, and rated "A-" or better by A.M. Best. The cost of the bond premium shall be included in the Contract Sum. The amount of the bond shall be equal to 100 percent of the Contract Sum.

OR

2. In lieu of a Payment Bond, a security in a form acceptable to the Town (for example, a letter of credit or an assigned passbook) in the amount of 100% of the Contract may be substituted.

The Contractor shall deliver the required security to the Owner on the date the Agreement is entered into.

The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix thereto a certified copy of the power-of-attorney.

In the case where add alternates are part of the bid, and where acceptance of any alternates would cause the Contract Sum to exceed the \$100,000 threshold, then the price of the alternate shall include the cost of the required bond or security.

If the total bid (or base bid plus alternates) for the project is \$100,000 or less, then in lieu of providing any security listed in Section 8.B, the Contractor can elect to substitute the following:

Provide certified lien waivers from each supplier and sub-contractor affirming that they have been paid for work and materials for which previous payment applications were issued by the Owner and payments received by the Contractor.

9. **Non-Resident Contractor Guarantee Bonds**

A Non-Resident Contractor is required to post a Guarantee Bond (for AU766) or Cash Bond (form AU-72) with the State of Connecticut Department of Revenue Services (DRS) in the amount of 5% of the total contract price. This Bond will secure payment for applicable taxes payable to the State related to this Project. The State will issue a Certificate of Compliance once an acceptable bond has been submitted by the Non-Resident Contractor. This Certificate of Compliance must be provided by the Contractor to the Town prior to the release of the first progress payment under the Contract, or the Town must remit 5% of the total contract value directly to the State. This 5% is in addition to the Project retainage.

Special Notice SN2012(2), published by the State of Connecticut Department of Revenue Services, details the procedures and requirements regarding the Guarantee Bond or Cash Bond. The Special Notice and bond forms can be obtained at the State of Connecticut Department of Revenue Services webpage, www.ct.gov/DRS.

10. **Insurance**

The Contractor must provide a CERTIFICATE OF INSURANCE as specified in the General, Supplementary Conditions and Special Provisions sections.

11. **Receipt of Bonds & Insurance Certificates Prior to Signing Contract**

The Contractor to whom the contract shall be awarded must file the requisite BONDS and CERTIFICATE OF INSURANCE as specified and any other forms and documents required by the specifications prior to signing of the contract, and within 7 days from the date of receipt of notification of said award.

12. **Obligation of Bidder**

Bidders, if requested, must be able to present evidence satisfactory to the Purchasing Agent that they have been regularly engaged in the business of constructing such work as they propose to execute, and that they are fully prepared with the necessary capital, materials, and equipment to conduct the work to be contracted for, and to begin it promptly when ordered.

Prior to submitting his bid, the bidder must inspect the site and thoroughly read all plans, specifications and bid and contract documents. The failure or omission of any bidder to examine any form, instrument or document and to thoroughly examine the site shall in no way relieve any bidder from any obligations in respect to his bid.

13. **Damages for Failure to Enter into Contract**

The party to whom the CONTRACT is awarded will be required to execute the CONTRACT within thirty (30) calendar days from the date when Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the CONTRACT, the OWNER may at his option, consider the BIDDER in default, in which case the bid security accompanying the proposal shall become the property of the OWNER as liquidated damages and not as a penalty.

14. **Execution of Contract and Notice to Proceed**

The OWNER within 15 days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and CONTRACT signed by the party to whom the CONTRACT was awarded shall sign the CONTRACT and return to

such party an executed duplicate of the CONTRACT. Should the OWNER not execute the CONTRACT within such period, the BIDDER may by written notice withdraw his signed CONTRACT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within ten (10) days of the execution of the CONTRACT 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 the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the CONTRACT, whereupon it shall become null and void and all rights and obligations created thereunder shall be extinguished.

15. **Time of Completion and Liquidated Damages**

BIDDER must agree to commence work on or before a date to be specified in a written Notice to Proceed from the OWNER and to fully complete the project within 150 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion during the working hours as specified in the General Conditions of the work to be done hereunder are essential conditions of this CONTRACT; and it is further mutually understood and agreed that the work embraced in this CONTRACT shall be commenced on a date to be specified in the "Notice to Proceed".

The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this CONTRACT, to pay to the OWNER the amount specified in the Information for Bidders, not as a penalty but as liquidated damages for such breach of CONTRACT as hereinafter set forth,

for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT for completion of the work.

The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this CONTRACT and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the CONTRACT an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this CONTRACT. The CONTRACTOR shall not be in default when the delay in completion of the work is due:

- A. To any preference, priority or allocation order duly issued by the State or Federal Government
- B. To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.

The CONTRACTOR shall, within ten (10) days from the beginning of any such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the CONTRACT, notify the OWNER, in writing, of the causes of the delay. The Owner shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

16. **Addenda and Interpretations**

All questions about the meaning or intent of the Contract Documents are to be directed to the Town's Purchasing Agent. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda will be issued to modify the Bidding Documents as deemed advisable by the Owner.

17. **Substitution Clause**

Wherever in the Plans and Specifications any item of equipment or material is designed by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the OWNER, may be substituted by the BIDDER or the CONTRACTOR.

18. **Retainage**

The Town of Waterford reserves the right to retain 5% in addition to the other retainages required, of the final contract price for a period not to exceed six (6) months from the date of final acceptance of the project.

19. **Laws and Regulations**

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

20. **List of Utilities in the Area**

Attention is called to the fact that the following Utility Companies have facilities in the area: The Connecticut Light and Power Company dba Eversource Energy, The Southern New England Telephone Company dba Frontier Communications of Connecticut, Comcast of Connecticut, Inc., City of New London Department of Public Utilities – Water and Sewer, and Waterford Water Pollution Control Authority.

Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

The Contractor should acquaint itself with and adhere to the regulations of those utilities which are in the area of this Contract.

When requested by the Contractor, all underground utilities will be located and marked on the surface by the controlling utility company at no cost to

him. Contractor will be responsible for notifying the Utility clearinghouse, "Call-Before-You-Dig" 48 hours prior to any excavation, to allow for the location of the existing utilities by controlling Utility Company.

21. **Sales Tax**

Under the terms of the regulations referring to CONTRACTORS and SUBCONTRACTORS, issued by the STATE TAX COMMISSION in administration of the STATE Sales and Use Tax, to which the BIDDER is referred, the CONTRACTOR may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use or sales tax thereon.

22. **Site Investigation and Conditions Affecting the Work**

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

concerning conditions, which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.

- D. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an 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.

23. **Permits**

The Contractor must obtain all necessary construction and building permits.

24. **Work Area**

Construction will be confined to the immediate work area only. Trespass on property other than Town property or easements acquired by the Town for the project will be by written permission of the property owner only.

25. **Change Orders**

Any deviations from, additions to, or deductions from either scope of work or contract price shall be submitted by the Contractor to the Town in the form of a contract change order. The Town must approve this contract change order before said deviations, additions, or deductions shall be enacted. The specific procedures applicable to change orders are set forth in the General Conditions of the Contract Documents.

Further, all changes in scope of work involving unit price items shall be governed by the unit price indicated by the Contractor on the Base Bid Form.

26. **Wages**

Bidder is directed to the Supplementary Conditions of the Contract Documents for wage rate scales and legislation applicable to this contract.

27. **Unbalanced Bids**

An unbalanced bid is one in which the contractor's unit prices are:

- a. Significantly higher or lower than the Engineer's estimate.
- b. "Front loaded" so contractor receives a disproportionate payment for work done during the early stages of a project.

c. Token bid prices (i.e. penny unit bids).

While it is often impossible to designate precisely the dividing line between a balanced bid and an unbalanced bid, contractors should be aware that the Town may regard the unbalancing of a bid as so extreme, undeniable, or detrimental to the interests of the Town that it may question the contractor about the apparent unbalancing of the bid proposal, and, if the contractor cannot provide a satisfactory explanation of the apparent unbalancing, and if the Town's assessment of the risk to itself is unacceptable, reject the bid as nonresponsive.

28. **OSHA Violations**

In accordance with Connecticut General Statute Section 31-57b, no contract shall be awarded to a bidder if it is determined that the bidder (person or firm) has been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act during the three (3) year period preceding the date of bid opening.

29. **Enumeration of the Proposed Contract Documents**

Copies of the proposed Contract Documents have been made available to the bidder and consist of the documents enumerated below. The successful bidder selected by the Town shall be expected to enter into the contract documents with the Town. If a bidder is unwilling or unable to meet any of the contract terms, the bidder must disclose that inability or unwillingness in its proposal and the reason(s) therefore. The Town reserves the right to modify or include other provisions in its contracts as the Town, in its sole discretion, deems necessary or advisable.

- A. Form of Contract
- B. AIA Document A201-2017, General Conditions of the Contract for Construction, unless otherwise stated below, as amended (the "General Conditions");
- C. Supplementary Conditions
- D. Special Provisions
- E. Drawings

PROPOSAL BID#22-132
Public Safety Facility
Roof Replacement
Town of Waterford

Proposal of _____ hereinafter called
"BIDDER"

*a corporation of the State of

*a partnership, or

*an individual doing business as

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 150 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of: _____ dollars
(\$ _____)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

LUMP SUM PROPOSAL FORM

Bid#22-132 Public Safety Facility Roof Replacement
WATERFORD, CONNECTICUT

BIDDER:

NAME

ADDRESS

To: Rawle Dummett, Purchasing Agent

Project: **Bid#22-132 Public Safety Facility – Roof Replacement**

We propose to perform the work described in the Contract Documents for

Entire Project – for the Total Lump Sum Cost of:

\$ _____

(written figure)

PLEASE PLACE THIS FORM AT THE FRONT OF YOUR SUBMISSION

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name: _____ years.
2. Ever failed to complete any work?
3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.
 - a. Location _____
Project/Phone# _____
Engineer/Phone# _____
Completion Date _____
Amount of Contract _____
 - b. Location _____
Project/Phone# _____
Engineer/Phone# _____
Completion Date _____
Amount of Contract _____
 - c. Location _____
Project/Phone# _____
Engineer/Phone# _____
Completion Date _____
Amount of Contract _____
4. Bank Reference/Phone# _____

This firm consists of the following members:

Full Name	Residence

The officers are:

Full Name	Residence
President:	
Treasurer:	
Directors:	

Respectfully Submitted:

SEAL: (If bid is by a Corporation)

	(Firm Name)
By:	(Signature)
	(Typed Name and Title)
	(Business Address)
	(Telephone)
	(Fax)
	(Email)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF _____ ss:
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT _____, THAT HE/SHE IS THE _____ OF _____, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL) _____ (NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP/LLC)

STATE OF _____ ss:
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE MEMBERS/PARTNERS OF THE FIRM OF _____ DESCRIBED IN AND WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR THE ACT AND DEED OF SAID FIRM.

(SEAL) _____ (NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____ ss:
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____ TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND DEED.

(SEAL) _____ (NOTARY PUBLIC)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto The Town of Waterford as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

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

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

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

_____(L.S.)

(Surety)

By:

SEAL:

TOWN OF WATERFORD
Bid#22-132 Public Safety Facility
Roof Replacement

This Contract is entered into this ____ day of _____, 20____, between the TOWN OF WATERFORD, hereinafter called the TOWN and _____ hereinafter called the CONTRACTOR, whereby the CONTRACTOR agrees to complete the work on the project entitled _____ in accordance with the contract documents which consist of the Instructions to Bidders, the Proposal, General, Supplementary and Special Conditions, plans and specifications and all other documents attached hereto which are hereby made part of this Contract. The CONTRACTOR agrees to carry on the work with diligence and dispatch, and to furnish such equipment and labor as is consistent with good construction practice and furnish the completed project to the TOWN in a good and usable condition.

The TOWN agrees that it will pay the CONTRACTOR as specified in the Specifications and the Proposal, and upon satisfactory completion of the work, it will accept the project. After completion of the project, and acceptance by the TOWN the CONTRACTOR shall submit an itemized final estimate. No later than 31 days after acceptance of the final estimate by the TOWN, the TOWN shall pay 95% of the Contract price. No later than six (6) months after acceptance of the final estimate, the TOWN will pay the 5% retained, unless in that time the materials or workmanship in the project shall have been found to be defective.

The total payment will be _____ (\$_____
_____).

Signed at Waterford, Connecticut this ____ day of _____, 20____

For the CONTRACTOR

FOR TOWN OF WATERFORD

First Selectman

Director of Finance

Purchasing Agent

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond # _____

That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(corporation, partnership or individual)

_____, of _____, State of _____,
(Surety)

hereinafter called "Surety" are held and firmly bound unto _____,
(Owner)

of _____, hereinafter called "Owner", in the penal sum of

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which
is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors,
and corporations furnishing materials for or performing labor in the prosecution of the work provided for in
such contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke consumed, repairs on machinery, equipment and tools,
or insurance premiums on said work, and for all labor, performed in such work whether by subcontractor
or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any way affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the provisions of Sec. 49-41a of the Connecticut General Statutes
are incorporated herein and made a part hereof. Any provision of this bond contrary to such statutory
provisions shall not be enforceable.

IN WITNESS, WHEREOF, this instrument is executed in three (3) counterparts, each one of
which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

By _____

(S)

(Principal) Secretary		_____
(SEAL)		(Address - Zip Code)

Witness as to Principal		

(Address - Zip Code)		
ATTEST:		_____
_____		Surety
(Surety) Secretary	By	_____ (S)
		Attorney-in-Fact
(SEAL)		_____
		(Address - Zip Code)

Witness as to Surety		

(Address - Zip Code)		

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PERFORMANCE BOND

Bond # _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(corporation, partnership or individual)
_____ of _____, State of _____,
(Surety)
hereinafter called the "Surety", are held and firmly bound unto _____
(Owner)
of _____, hereinafter called "Owner", in the penal sum
of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered in a certain contract
with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto
attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any default, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, FURTHER, that the said Surety, for such value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work
shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the _____ day of _____, 20__.

Principal

ATTEST:

(Principal) Secretary

By _____(S)

(SEAL) _____
(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

(Surety) Secretary

By _____(S)
Attorney-in-Fact

(SEAL) _____
(Address - Zip Code)

Witness as to Surety

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

CONTRACT DOCUMENTS GENERAL CONDITIONS
[A201]
(see separate section)

SUPPLEMENTARY CONDITIONS

1. Insurance Requirements
2. Worker's Compensation Provision
3. Enumeration of Contract Drawings, Specifications, Appendices and Addenda
4. Sanitary Facilities
5. Non Discrimination
6. Roadway Closings
7. Wages Rates
8. Contract Bid Breakdown (Lump Sum)
9. Funding Requirements

1. Insurance Requirements

INSURANCE REQUIREMENTS

Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements:

Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. Coverage will include the bidder and all of its agents, employees and sub-contractors and other providers of services and shall name **the Town of Waterford, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the bidders Commercial General Liability and Automobile Liability policies. The insurance company (ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.

(Minimum Limits)		
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella*	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000
Workers' Compensation & Employers' Liability	Work Comp	Statutory Limits
	EL Each Accident	\$2,000,000
	EL Disease Each Employee	\$2,000,000
	EL Disease Policy Limit	\$2,000,000

The Town of Waterford must be named as "Additional Insured" on this policy.

A Certificates of Insurance documenting the coverage listed above must be presented to The Town of Waterford prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date.

2. **Worker's Compensation Provision**

Before entering into the contract for the project, the successful bidder must comply with all aspects of Section 31-286a of the Connecticut General Statutes, including providing the Town with a current statement from the State Treasurer that, to the best of his knowledge and belief as of the date of the statement, the Contractor or any of his Subcontractors was not liable to the State for any Worker's Compensation payments made pursuant to Section 31-355 of the Connecticut General Statutes.

Contract documents will not be signed until the statement has been received by the Town from the State Treasurer.

3. **Enumeration of Contract Drawing, Specifications, Appendices and Addenda**

The following are the contract drawings, specifications, appendices and addenda which form a part of this contract as set forth in the General Conditions.

Specifications

Specifications and Bid Form for Public Safety Roof Replacement

Information for Bidders
Bid Proposal
General Conditions
Supplementary Conditions
Special Provisions

Addenda

Number and Date

Plans

4. **Sanitary Facilities**

The Contractor shall provide temporary sanitary facilities for his employees. These facilities shall be cleaned regularly and in all ways comply with the State and Town Health Regulations.

5. **Nondiscrimination**

Discrimination is prohibited under this contract.

No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation under any program or activity of a recipient government which government receives funds made available under Subtitle A of the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (hereinafter referred to as discrimination on the basis of age) or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973, (hereinafter referred to as discrimination on the basis of handicapped status) or any prohibition against discrimination on the basis of religion, as well as any exemption from such prohibition as provided in the Civil Rights Act of 1964 or the Civil Rights Act of 1968 (hereinafter referred to as discrimination on the basis of religion) shall also apply to any such program or activity.

All of subpart E or Regulations governing the Payment of Entitlements under Title I of the State and Local Fiscal Assistance Act of 1972 as Amended by the State and Local Fiscal Assistance Amendments of 1976 applies.

The Town of Waterford does not discriminate against individuals with disabilities as provided in the Americans With Disabilities Act (ADA). The Town expects that the vendors and/or contractors with whom it does business will comply with the American With Disabilities Act to the extent required by law. If awarded a contract with the Town, the successful vendor/contractor will be required to sign a statement agreeing to comply with the provisions of ADA.

6. **Roadway Closings**

In certain cases where deemed necessary for protection of the public, the Town MAY officially close a road to vehicular traffic for a specified period of time. Prior to closing any roads in accordance with this paragraph, detours shall be established by the CONTRACTOR, approved by the OWNER, and suitable signs erected. Access to all homes and business shall be maintained at all times for area residents and emergency vehicles.

7. **Wage Rates**

Notice is given that Section 31-53 of the Connecticut General Statutes, as amended, **may apply** to this Contract. The provisions of this section **shall not apply** where the total cost of all work to be performed by contractors and subcontractors in connection with new construction of any public works project is less than one million dollars (\$1,000,000.00) or where the total cost of all work to be performed by 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 (\$100,000.00). Upon the award of any contract subject to the provisions of this act, the contractor to whom such contract is awarded 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 such contract.

To the extent Section 31-53 of the Connecticut General Statutes applies, the following provision shall be deemed inserted into the Contract Documents pursuant to C.G.S. section 31-53(a):

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, 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 in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project under this Contract in the trade or occupation listed at the end of this section, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractors and such laborers and mechanics.

The wage rates have been determined by the State Labor Department and the contractor in payment of wage shall be bound by such schedules in the performance of the work herein provided.

In accordance with Public Act 93-392, as may be from time to time amended, the Contractor shall submit monthly to the Town a certified payroll (Forms WWS-CP1 and CP2) accompanied by a Statement of Compliance. Samples of these forms are included with the wage rates.

In accordance with Public Act 02-69, as may be from time to time amended, the contractor shall contact the Labor Commissioner on or before July first of each year for the duration of this 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 annual adjustments will be posted on Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the Department of Labor.

8. **Contract Bid Breakdown (Lump Sum)**
The Contractor shall furnish a breakdown of each lump sum bid within 10 days after date of award of contract. Partial payments will be based on this breakdown. The Contractor's breakdown will be reviewed by the OWNER to insure that costs are proportioned properly between early and late pay items. Any unbalanced items or other discrepancies will be revised by the OWNER and the approved breakdown will be utilized as a basis for progress payment to the contractor

Project: Public Safety Facility Roof Replacement

Minimum Rates and Classifications
for Building Construction

ID#: 22-35293

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: 22-132
State#:

Project Town: Waterford
FAP#:

Project: Public Safety Facility Roof Replacement

CLASSIFICATION	Hourly Rate	Benefits
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	43.72	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	37.75	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	33.48	32.06

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
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.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
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.	36.07	26.15
5a) Millwrights	36.32	26.81

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)	39.6	31.21+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	58.9	36.885+a+b
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-----LINE CONSTRUCTION-----

Groundman	26.5	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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8) Glazier (Trade License required: FG-1,2)	39.98	22.90 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + a
---	-------	-----------

----OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
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Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
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Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
---	-------	-----------

Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
--	-------	-----------

Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	45.71	26.80 + a
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Group 3: Excavator; Gradall; 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 Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	44.86	26.80 + a
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Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, 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 mandrel).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + 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 mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a

Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	36.42	22.90
10b) Taping Only/Drywall Finishing	37.17	22.90
10c) Paperhanger and Red Label	36.92	22.90
10e) Blast and Spray	39.42	22.90
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	45.83	33.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	39.5	21.95
14) Roofer (slate & tile)	40.0	21.95

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.08	40.53
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)	45.83	33.50
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a
17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a
17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	29.38 + a
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*

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. 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.

As of: May 24, 2022

ATTACHMENT A
Commission on Human Rights and
Opportunities Contract Compliance Regulations
Notification to Bidders

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . .

. Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software

engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT:

All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include

telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.	<u>Asian or Pacific Islander</u> - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.
<u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.	<u>American Indian or Alaskan Native</u> - All persons having origins in any of the original peoples of North America, and
<u>Hispanic</u> - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or	

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___ - Bidder is certified as above by State of CT Yes ___ No ___
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes___No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or Yes___No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY

PART V - Bidder Hiring and Recruitment Practices

1.. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**TOWN OF WATERFORD
INFORMATION AND GENERAL REQUIREMENTS TO BIDDERS**

1. Sealed bids (one ORIGINAL & TWO copies) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 15 Rope Ferry Rd Waterford, Connecticut 06385. At the designated time of opening, they will be publicly opened, read, recorded and placed on file. Bids may be mailed or hand-delivered by the specified time.
2. The envelope enclosing your bid should be clearly marked on its front by bid number, time of bid opening and date.
3. Whenever it is deemed to be in the best interest of the Town, The Town of Waterford reserves the right to reject any or all bids, in whole or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.
4. The contract will be generally awarded to the most qualified, lowest and responsive bidder to meet specifications unless otherwise specified.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Waterford.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.
10. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person 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 such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
11. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.

12. The Town of Waterford is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.
13. By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening.
14. IF APPLICABLE the Bidder, when applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor.
15. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.
16. Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates to the Bid.

END OF SECTION

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD NON-
COLLUSION STATEMENT**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: _____
Company name : _____
Address: _____
Phone: _____ Email: _____
ESTABLISHED: _____
(Month) (Year)

State of Connecticut Contractor License # _____
Asbestos Abatement Contractor Certification License# _____
TYPE OF ORGANIZATION: (Circle One)

A) Individual B) Partnership C) Corporation D) LLC

E) Other _____
(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)

YEARS OF WORK IN RELATED FIELD:
(Described Any Related Work)

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? _____ Yes/No If "Yes", please explain for what parts of project:

Please list all Subcontractor Name(s) and License # (s):

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor/bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

Date _____

Signature

Title

Subscribed and sworn to before me at _____, Connecticut, this _____

Day of

20

AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR:
- (1) The number of employees _____
- (2) Completed this form within one year _____ Yes _____ No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT - Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

TYPE OF BUSINESS

TYPE OF ORGANIZATION

_____ Corporation _____ Partnership _____ Individual

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).

TOWN OF WATERFORD
PUBLIC SAFETY BUILDING
WATERFORD, CT

ROOF REPLACEMENT FOR THE
TOWN OF WATERFORD AT THE
PUBLIC SAFETY BUILDING
WATERFORD, CT

	Number of Pages
TECHNICAL SPECIFICATIONS	
DIVISION 00 – INFORMATION AVAILABLE TO BIDDERS	NOT USED ☒
DIVISION 01 – GENERAL REQUIREMENTS	NOT USED ☐
011000 SUMMARY	6
012600 CONTRACT MODIFICATION PROCEDURES	3
012900 PAYMENT PROCEDURES	5
013100 PROJECT MANAGEMENT & COORDINATION	9
013200 CONSTRUCTION PROGRESS DOCUMENTATION	7
013300 SUBMITTAL PROCEDURES	12
014000 QUALITY REQUIREMENTS	9
014200 REFERENCES	2
015000 TEMPORARY FACILITIES & CONTROLS	7
016000 PRODUCT REQUIREMENTS	8
016350 SUBSTITUTION PROCEDURES	3
017300 EXECUTION	6
017329 CUTTING & PATCHING	4
017700 CLOSEOUT PROCEDURES	6
017823 OPERATION & MAINTENANCE DATA	7
017839 PROJECT RECORD DOCUMENTS	4
DIVISION 02 – SITEWORK AND DEMOLITION	NOT USED ☐
024119 SELECTIVE DEMOLITION	6
DIVISION 03 – CONCRETE	NOT USED ☒
DIVISION 04 – MASONRY	NOT USED ☒
DIVISION 05 – METALS	NOT USED ☒
DIVISION 06 – WOODS AND PLASTICS	NOT USED ☐
061053 MISCELLANEOUS ROUGH CARPENTRY	4
DIVISION 07 – WATERPROOFING	NOT USED ☐
070150.19 PREPARATION FOR REROOFING (EPDM)	5
070150.19.1 PREPARATION FOR REROOFING (ASPHALT)	3
072500 WEATHER BARRIERS	2
073113 ASPHALT SHINGLES	7
075323 EPDM MEMBRANE ROOFING	10
076200 SHEET METAL FLASHING & TRIM (EPDM)	8
076200.1 SHEET METAL FLASHING & TRIM (ASPHALT)	10

TOWN OF WATERFORD
PUBLIC SAFETY BUILDING
WATERFORD, CT

077100	ROOF SPECIALTIES	9
077200	ROOF ACCESSORIES	7
079200	JOINT SEALANTS	7
DIVISION 08 – DOORS AND WINDOWS		NOT USED ☒
DIVISION 09 – FINISHES		NOT USED ☐
099100	PAINTING	7
DIVISION 10 – SPECIALTIES		NOT USED ☒
DIVISION 11 – EQUIPMENT		NOT USED ☒
DIVISION 12 – FURNISHINGS		NOT USED ☒
DIVISION 13 – SPECIAL CONSTRUCTION		NOT USED ☒
DIVISION 14 – CONVEYING SYSTEMS		NOT USED ☒
DIVISION 21 – FIRE SUPPRESSION		NOT USED ☒
DIVISION 22 – PLUMBING		NOT USED ☒
DIVISION 23 – HEATING VENTILATION AND AIR CONDITIONING		NOT USED ☒
DIVISION 26 – ELECTRICAL		NOT USED ☒
DIVISION 27 – COMMUNICATIONS		NOT USED ☒
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY		NOT USED ☒
DIVISION 31 – EARTHWORK		NOT USED ☒
DIVISION 32 – EXTERIOR IMPROVEMENTS		NOT USED ☒
DIVISION 33 – UTILITIES		NOT USED ☒
<u>END OF TABLE OF CONTENTS</u>		

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
1. Project information.
 2. Work covered by Contract Documents.
 3. Access to site.
 4. Coordination with occupants.
 5. Work restrictions.
 6. Specification and drawing conventions.
 7. Miscellaneous provisions.
- B. Related Sections include the following:
1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Public Safety Facility Roof Replacement
1. Project Location: 204 Boston Post Road, Waterford, CT 06385
- B. Owner: Town of Waterford, CT
- C. Architect: The Contract Documents were prepared by QA+M Architecture, L.L.C., Farmington, CT

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of the following:
1. Removal / Replacement of existing EPDM roof systems including edge metal. Installation of new .090 thick black EPDM fully adhered roof assembly, insulation (mechanically fastened) and edge metal. Replacement of existing drains and raising of existing blocking as required to accommodate new insulation. Raising of all existing mechanical units.

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1.5 TYPE OF CONTRACT

- A. Project will be constructed under a single contract

1.6 SCHEDULE

- A. General: The Contractor shall prepare a detailed construction schedule, to be submitted to the Owner, Architect, and Owner's Representative for review and approval. The schedule must clearly demonstrate the proper sequencing of construction activities.
1. The Construction Schedule is critical to the project. All work is required to be Substantially Complete, with a Certificate of Occupancy obtained, and ready for occupancy by the Owner, on or before the date agreed upon in the Contractor/Owner Agreement.
- B. Immediately upon the receipt of a contract for construction, the Contractors shall organize the Work, prepare a detailed construction schedule, provide required submittals in accordance with the Shop Drawing, Product Data, and Sample Schedule specified in Division 01 Section "Product Requirements" so that all materials subject to approval may be ordered, and shall expedite long-lead items. If requested by the Owner or Architect, the Contractor shall provide proof of orders and delivery dates.
- C. The Contractor shall submit with the monthly update, a copy of the schedule, graphically depicting actual vs. scheduled start and finish dates for all activities.
- D. If it appears that the Work cannot be completed by the scheduled dates, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends if necessary, at no additional cost to the Owner.
- E. If the Work is complete, but the area is not cleaned and debris or equipment is not removed, the Owner shall have the right to have the area prepared for occupancy with his own or other forces and deduct the costs from the contract amount.

1.7 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.8 USE OF PREMISES

- A. General: Contractor shall have limited use of Project Site for construction operations as determined by the Architect and Owner.
- B. Use of Site: Limit use of premises to areas determined by the Architect and Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Confine the parking of workmen's and construction vehicles, and the storage of construction materials to a designated staging area determined by the Architect and Owner.
2. Owner Occupancy: Allow for Owner occupancy of Project site.
3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

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- a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.9 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
- 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
- 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
- 1. Weekend Hours: Coordinate with Owner and Architect.
 - 2. Hours for Utility Shutdowns: Coordinate with Owner and Architect.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
- 1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.

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2. Do not proceed with utility interruptions without Architect and Owner's written permission.
 - D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Architect and Owner written permission before proceeding with disruptive operations.
 - E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
 - F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- I.11 SPECIFICATION FORMATS AND CONVENTIONS
- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "Master Format" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
 - C. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

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- E. In general, the Specifications will describe the quality of the work and the Drawings, the extent of the work. The Drawings and Specifications are cooperative and supplementary; however, each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract.
- F. In case of disagreement between the Drawings and Specifications, or within either document itself, the Architect shall interpret the Documents to require the better quality or greater quantity of work for the Owner that can reasonably be construed therefrom. Any work performed by the Contractor without consulting the Architect, when the same requires a decision, shall be performed at the Contractor's risk.

1.12 CODES, STANDARDS AND PERMITS

- A. All work under this contract shall conform to all codes and standards in effect as of the date of receipt of Bids which are applicable to this Project. All work shall also conform to specific requirements and interpretations of local authorities having jurisdiction over the Project. These Codes, standards, and authorities are referred to collectively as "the governing codes and standards and requirements of the throughout the Specifications. Determination of applicable codes and standards and requirements of the authorities having jurisdiction shall be the responsibility of the Contractor; as shall be the analysis of all such codes and standards in regard to their applicability to the Project for the purposes of determining necessary construction to conform to such code requirements, for securing all approvals and permits necessary to proceed with construction, and to obtain all permits necessary for the Owner to occupy the facility for their intended use. In the case of conflicts between the requirements of different codes and standards, the most restrictive or stringent requirements shall be met.
- B. The codes that were used in the design of this Project are as follows:
 - 1. 2018 Connecticut State Building Code (CSBC) including:
 - a. 2015 International Building Code (IBC)
 - b. 2015 International Existing Building Code (IEBC)
 - c. 2015 International Mechanical Code (IMC)
 - d. 2015 International Plumbing Code (IPC)
 - e. 2015 International Energy Conservation Code (IECC)
 - f. 2017 NFPA 70 National Electrical Code (NEC).
 - g. 2009 ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities
 - 2. Current Connecticut Public Health Code (2009).
 - 3. Current OSHA.
 - 4. Connecticut General Statutes.
 - 5. Federal Housing and Equal Opportunity Laws (FHAct, ADA, ABA, HOPA, Section 504, UFAS, etc.)
 - 6. Title II of the Americans with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design.
- C. Code Enforcement and Approvals: Secure and pay for the general building permit for the work, and conform to all conditions and requirements of the permit and code enforcement authorities.
- D. Identify all permits (other than general building permit) required from authorities having jurisdiction over the Project for the construction and occupancy of the work. Prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner. Permit fees to be paid by the Subcontractor.
 - 1. Display all permit cards as required by the authorities, and deliver legible photocopies of all permits to the Architect and Owner promptly upon their receipt.

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2. Arrange for all inspections, testing and approvals required for all permits. Notify the Owner, and Architect at least three business days in advance, so they may arrange to observe.
3. Comply with all conditions and provide all notices required by all permits.
4. Perform and/or arrange for and pay for all testing and inspections required by the governing codes and authorities, other than those provided by the Owner, and notify the Owner, and Architect of such inspections at least three business days in advance, so they may arrange to observe.
5. Where inspecting authorities require corrective work in conjunction with applicable codes and authorities, promptly comply with such requirements, except in cases where such requirements clearly exceed the requirements of the Contract Documents, in which case proceed in accordance with the procedures for modifications to the Work established in the Contract Documents.

1.13 OCCUPATIONAL SAFETY AND HEALTH ACT

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

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

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and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by first submitting a "Request for Information" to the Architect. This request will be responded to by the Architect, wherein the Contractor may submit a Change Order Proposal.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
- C. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

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1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 or similar form.

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
1. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 2. Submit the Schedule of Values to the Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one-line item for each Specification Section. For major trades with

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line item values greater than \$25,000, provide a separate line item for units of work within each trade with a value not exceeding \$25,000.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Construction Manager.
 - c. Name of Architect.
 - d. Architect's project number.
 - e. Contractor's name and address.
 - f. Date of submittal.
2. Submit draft of AIA Document G702 and AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements.
 - b. Include the following mandatory line items:
 - 1) Mobilization.
 - 2) Demobilization.
 - 3) Builders Risk Insurance.
 - 4) Bonds.
 - 5) Coordination Drawings.
 - 6) Scheduling.
 - 7) Commissioning.
 - 8) Project record documents.
 - 9) Operation and Maintenance manuals.
 - 10) Field Engineering.
 - 11) Daily Building Cleanup.
 - 12) Safety Program.
 - 13) Field Offices.
 - 14) Dumpsters.
 - 15) Cold Weather Protection.
 - 16) Temporary Heat.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

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6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
 1. Prepare a draft of each Application for Payment and review with the Architect prior to submission of final Application. The draft copy shall be typewritten and include the application number and date.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

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- E. **Stored Materials:** Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. **Transmittal:** Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
- G. **Waivers of Mechanic's Lien:** With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. **Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
 17. Certified payrolls.

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18. OSHA training certificates.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General coordination procedures.
 2. Coordination drawings.
 3. Contractor's use of Architect's CAD Files.
 4. Requests for Information (RFIs).
 5. Project meetings.
- B. The Contractor and each Subcontractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Subcontractor in each Bid Package.
- C. Related Sections include the following:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services.
 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.

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- B. Key Personnel Names: Within 10 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Keep list current at all times, resubmit upon update.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: The Contractor shall coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
5. No claim for additional compensation or extension of Contract Time will be permitted for conditions resulting from lack of coordination.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Preinstallation conferences.
6. Progress meetings.
7. Startup and adjustment of systems.
8. Project closeout activities.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

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1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 24 by 36 inches but no larger than 30 by 42 inches at a scale suitable for presentation of the information.
 3. Number of Copies: Submit a sufficient number of copies of each submittal for Architect and Consultant to retain one copy each.
 - a. Submit one additional copy where Coordination Drawings are required for operation and maintenance manuals. Architect and Contractor will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
 5. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Mechanical and Plumbing Work: Show the following:

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- a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
- b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
- c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

- a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
- b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
- c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
- d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:

- a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.

10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."

1.7 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At the Contractor's written request, a copy of the Architect's CAD files will be provided for the Contractor's use in preparing Coordination Drawings for Project.

- 1. Electronic File availability is limited to the Architectural Floor Plans and Reflected Ceiling Plans.

1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

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

1.9 REQUESTS FOR INFORMATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI, to the Architect through the Contractor, in the form specified.

- 1. RFIs shall originate with Contractor or Subcontractor. RFIs submitted by entities other than the Contractor will be returned with no response.
- 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

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- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Subcontractor.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. Specification Section number and title and related paragraphs, as appropriate.
 8. Drawing number and detail references, as appropriate.
 9. Field dimensions and conditions, as appropriate.
 10. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 11. Contractor's signature.
 12. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow five working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

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- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five days if Contractor disagrees with response.
- G. RFI Log: The Contractor shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.10 PROJECT MEETINGS

- A. General: The Architect and Contractor will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: The Contractor will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. The Contractor will notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: The Contractor will prepare the meeting agenda and distribute the agenda to all invited attendees.
 3. Minutes: The Contractor will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: The Architect will schedule a preconstruction conference before starting construction, at a time convenient to Owner, , and Architect, but no later than 15 days after execution of the Agreement. The pre-construction conference will be held at the Project site or another convenient location. The meeting discussion will include the review of responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.

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- l. Use of the premises.
- m. Work restrictions.
- n. Owner's occupancy requirements.
- o. Responsibility for temporary facilities and controls.
- p. Construction waste management and recycling.
- q. Job Site Cleanliness and safety.
- r. Parking availability.
- s. Office, work, and storage areas.
- t. Equipment deliveries and priorities.
- u. First aid.
- v. Security.
- w. Progress cleaning.
- x. Working hours.

3. Minutes: The Contractor will record and distribute meeting minutes.

C. Preinstallation Conferences: The Contractor will conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

- a. The Contract Documents.
- b. Options.
- c. Related RFIs.
- d. Related Change Orders.
- e. Purchases.
- f. Deliveries.
- g. Submittals.
- h. Review of mockups.
- i. Possible conflicts.
- j. Compatibility problems.
- k. Time schedules.
- l. Weather limitations.
- m. Manufacturer's written recommendations.
- n. Warranty requirements.
- o. Compatibility of materials.
- p. Acceptability of substrates.
- q. Temporary facilities and controls.
- r. Space and access limitations.
- s. Regulations of authorities having jurisdiction.
- t. Testing and inspecting requirements.
- u. Installation procedures.
- v. Coordination with other work.
- w. Required performance results.
- x. Protection of adjacent work.
- y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

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4. Reporting: The Contractor will distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Attend progress meetings at interval determined by the Contractor. Dates of meetings may coincide with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, Contractor, and Architect, each Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Deliveries.
 - 4) Access.
 - 5) Site utilization.
 - 6) Temporary facilities and controls.
 - 7) Work hours.
 - 8) Hazards and risks.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
 3. Minutes: The Contractor will record and distribute the meeting minutes.
 4. Reporting: The Contractor will distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

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- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- J. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

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

1.5 QUALITY ASSURANCE

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

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

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

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than one day for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Owner's Representative's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work under More Than One Contract: Include a separate activity for each contract.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Partial occupancy before Substantial Completion.
 - b. Use of premises restrictions.
 - c. Provisions for future construction.
 - d. Seasonal variations.

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- e. Environmental control.
 - 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 - 5. Other Constraints: Include the following specific activities in each trade in each phase.
 - a. Interface between Contractor and Subcontractor.
 - b. Electrical connections to each piece of equipment.
 - c. Mechanical connections to each piece of equipment.
 - d. Concrete finishing.
 - e. Site work constraints on other activities.
 - D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
 - E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
 - F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
 - G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
 - H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
- 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)
- A. General: Prepare network diagrams using AON (activity-on-node) format.

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- B. Preliminary Network Diagram: Submit diagram within 14 days of date established for commencement of the Work. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for commencement of the Work.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 3. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.

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6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the Schedule of Values).

F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float time.
7. Changes in the Contract Time.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

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

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2.4 SPECIAL REPORTS

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

2.5 CERTIFIED PAYROLL RECORDS

- A. The Contractor and each Subcontractor are required to submit a certified payroll with a statement of compliance on a weekly basis.
- B. The Owner has the authority to verify payroll reports by checking employees' pay stubs and personal identification.
- C. The Owner may withhold a portion of the Application for Payment if payroll reports have not been submitted for a portion of the Work.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 4. Update the submittals schedule periodically as the work progresses. Submit concurrently with each Application for payment.
 5. Utilize a computerized program for tracking submittals. Submit the following reports bi-weekly:
 - a. Complete list of reviewed submittals.
 - b. Listing of submittals to date.
 - c. Listing of approved submittals.
 - d. Listing of rejected submittals.
 - e. Listing of submittals returned for correction.
 - f. List of outstanding submittals.
 6. At the request of the Architect provide reports capable of being sorted by the following criteria:
 - a. Approved status.
 - b. Subcontractor/Supplier.
 - c. Submission date.
 - d. Number of days late for return.
 - e. Number of days under review.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

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- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow two weeks for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. will advise Subcontractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow two weeks for review of each resubmittal.
 - a. Resubmittals will be reviewed no more than two times at the Owner's expense. Resubmittals which fail to comply with Contract requirements will be reviewed at the Contractor's expense, based on an hourly rate of \$75 per hour, not to exceed \$600 for each subsequent submittal.
 - b. The Owner reserves the right to deduct said reimbursement from the Contractor's application for payment on a monthly basis.
 4. Concurrent Consultant Review: Submittals may be transmitted simultaneously to Architect and to Architect's consultants, as required. Allow two weeks for review of each submittal. Consultant will return submittal to Architect before being returned to Contractor.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Subcontractor's review and approval markings and action taken by Architect and .
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect
 - d. Name and address of .
 - e. Name and address of Subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 055000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 055000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
 4. Additional Copies: Unless additional copies are required for final submittal, and unless Architect or observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

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5. Transmittal for Paper Submittals: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources.

a. Transmittal Form: Provide locations on form for the following information:

- 1) Project name.
- 2) Date.
- 3) Destination (To:).
- 4) Source (From:).
- 5) Names of subcontractor, manufacturer, and supplier.
- 6) Category and type of submittal.
- 7) Submittal purpose and description.
- 8) Specification Section number and title.
- 9) Drawing number and detail references, as appropriate.
- 10) Transmittal number, numbered consecutively.
- 11) Submittal and transmittal distribution record.
- 12) Remarks.
- 13) Signature of transmitter.

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

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Architect, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Owner .
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.

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- q. Submittal and transmittal distribution record.
- r. Other necessary identification.
- s. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

- a. Project name.
- b. Number and title of appropriate Specification Section.
- c. Manufacturer name.
- d. Product name.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

- 1. Note date and content of previous submittal.
- 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- 3. Resubmit submittals until they are marked "Approved" or "Approved as Corrected."

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and 's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

- 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect, through, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect, through, will return two copies.
- 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect and will not return copies.
- 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

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- a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Submit five paper copies of Product Data, unless otherwise indicated. Architect, through , will return four copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.

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

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materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect and will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Number of Copies: Submit five copies of product schedule or list, unless otherwise indicated. The Architect will return four copies.

- a. Mark up and retain one returned copy as a Project Record Document.

- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for 's action.

- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit five copies of subcontractor list, unless otherwise indicated. The Architect will return four copies.

- a. Mark up and retain one returned copy as a Project Record Document.

- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

- K. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

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- L. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- M. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- O. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- P. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- Q. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- R. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- S. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- T. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- U. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- V. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- W. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- X. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.

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7. Limitations of use.
- Y. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- Z. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- AA. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- BB. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- CC. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- DD. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- EE. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- FF. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

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2.2 DELEGATED DESIGN

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. "Approved": The portion of Work covered by the submittal may proceed provided it complies with the Contract Documents.
 - 2. "Approved as Corrected": The portion of Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal, and with the Contract Documents.
 - 3. "Not Approved" or "Revise and Resubmit": Revise or prepare a new submittal in accordance with notations; resubmit. Do not proceed with that portion of the Work covered by the submittal.

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- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

END OF SECTION 013300

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 3. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

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

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- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
 2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

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- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

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

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

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

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2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through , with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 1. Build mockups in location and of size indicated or, if not indicated, as directed by the architect.
 2. Notify Architect and seven days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed by the architect, unless otherwise indicated.
 - K. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated in individual specification sections. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
 - L. Room Mockups: Construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work. Provide room mockups as indicated.
 - M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 48.
- 1.7 QUALITY CONTROL
- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made by the Owner.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

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- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect, , and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, , and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.

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6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Architect, , testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
- 1.8 SPECIAL TESTS AND INSPECTIONS
- A. Special Tests and Inspections: Owner will engage a qualified testing agency and special inspector to conduct special tests and inspections required by the Connecticut State Building Code and by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect, , and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to the Architect, with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.
 - a. Costs associated with retesting and reinspecting are the responsibility of the Contractor.
- B. The Connecticut State Building Code, under which this project is designed and will be built, requires the structural engineer of record (SER) to provide a program of structural tests and inspections for this project. The SER is the structural engineer (an individual) who is in responsible charge of the preparation of the structural drawings and structural specifications for this project and whose State of Connecticut professional engineering seal appears on said structural drawings.
- C. The SER has prepared a document entitled *Statement of Special Inspections*, which will be submitted to the building official who has jurisdiction over this project, with the application for a building permit.
1. The *Statement of Special Inspections* is attached at the end of this Section.
- D. The program of structural tests and inspections shall not relieve the Contractor or its subcontractors of their responsibilities and obligations for quality control of the Work, their other obligations for supervising the work, for any design work which is included in their scope of services, and for full compliance with the requirements of the Contract Documents. Furthermore, the detection of, or failure to detect, deficiencies or defects in the Work during the testing and inspection conducted pursuant to the program shall not relieve the Contractor or its subcontractors of their responsibility to correct all deficiencies or defects, whether detected or undetected, in all parts of the Work, and to otherwise comply with all requirements of the Contract Documents.

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- E. The program of structural tests and inspection does not apply to the Contractor's equipment, temporary structures used by the Contractor to construct the project, the Contractor's means, methods, and procedures, and job site safety.
- F. Where the document *Statement of Special Inspections* indicates that a structural component or system is subject to structural tests and inspections and that the SER for the project has not been retained to design said component or system or to prepare a performance specification for said component or system, and the Architect has not otherwise provided for the structural design of said component or system, the Contractor shall retain, or require others under his aegis to retain, a professional engineer registered in the State of Connecticut to design said component or system and to provide the required program of structural tests and inspections for said component or system.
- G. The Contractor shall provide free and safe access to the Work for the SER and all other individuals who are observing the Work or performing structural tests or inspections. The Contractor shall provide all ladders, scaffolding, staging, and up-to-date safety equipment, all in good and safe working order, and qualified personnel to handle and erect them, as may be required for safe access.
- H. The Contractor shall give reasonable notice to the SER, or to those performing inspections and tests under the SER's direction, of when the various parts of the Work will be ready for inspection. The Contractor shall obtain instructions from the SER as to what is reasonable notice for the various aspects of the work, and who is to be notified.
- I. The Owner reserves the right to back charge the Contractor for additional expense incurred by the Owner for the services of the SER or those under his direction when work is not reasonably ready for inspection in accordance with the notice provided by the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

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1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

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

1.3 INDUSTRY STANDARDS

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

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

1.4 ABBREVIATIONS AND ACRONYMS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 1 Section "Summary" for limitations on work restrictions and utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service: Owner will pay water service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Owner will pay electric power service use charges for electricity used by all entities for construction operations.
- D. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

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1.5 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils (0.25 mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: The contractor will not be assigned a space in the building for use as a field office.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Air Filtration Units: HEPA primary and secondary filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

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1. Locate facilities to limit site disturbance as specified in Division 1 Section "Summary."
 - B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- 3.2 TEMPORARY UTILITY INSTALLATION
- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
 - C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
 - G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

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- H. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead, unless otherwise indicated.
 - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- I. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- J. Telephone Service: Provide telephone numbers of all essential personnel and post in common-use area.
 - 1. Post a list of important telephone numbers, including the following:
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Owner's office.
 - e. Principal subcontractors' field and home offices.
 - 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated in the Contract Documents.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

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F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

G. Existing Stair Usage: Use of Owner's existing stairs will be prohibited.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 1 Section "Summary."

B. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose portion(s) of Project site determined sufficient to accommodate construction operations.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner's designated representative.

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

F. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant treated plywood.

G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

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

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4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

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2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 01500

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
1. Division 01 Section "Alternates" for products selected under an alternate.
 2. Division 01 Section "References" for applicable industry standards for products specified.
 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 4. Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise.
 - a. Products salvaged or recycled from other projects are not considered new products.
 - b. Products manufactured and stored for more than one year prior to the start date of this project are not considered new products.
 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
 4. "Or Equal" Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function,

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dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- a. An item equal to that named or described in the specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

C. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification, or for purposes of evaluating "or equal" products.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

- a. Specification Section number and title.
- b. Generic name used in the Contract Documents.
- c. Proprietary name, model number, and similar designations.
- d. Manufacturer's name and address.
- e. Supplier's name and address.
- f. Installer's name and address.
- g. Projected delivery date or time span of delivery period.
- h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 10 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

- a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

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4. Completed List: Within 20 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Architect's Action: Architect will respond in writing to Contractor within 5 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify the Contractor, of acceptance or rejection of proposed substitution within 5 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

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1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor, through Contractor, of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

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6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. List of Warranties: Provide warranties for products and installations as specified, including but not limited to the following:
1. Air and Vapor Barrier: Division 07 Section "Fluid Applied Membrane Air Barriers."
 2. Membrane Roofing: Division 07 Section "Thermoplastic Membrane Roofing."
 3. Sealant: Division 07 Section "Joint Sealants."
 4. Solid Core Interior Wood Doors: Division 08 Section "Flush Wood Doors."
 5. Sound Control Doors: Division 08 Section "Sound Control Door Assemblies."
 6. Aluminum Windows: Division 08 Section "Aluminum Windows."
 7. Door Hardware: Division 08 Section "Door Hardware."
 8. Insulating Glass: Division 08 Section "Glazing."
 9. Mirrors: Division 08 Section "Mirrors."
 10. Acoustical Ceiling Panels and Grid: Division 09 Section "Acoustical Panel Ceilings."
 11. Rubber Stair Treads: Division 09 Section "Resilient Base and Accessories."
 12. Linoleum Flooring: Division 09 Section "Linoleum Flooring."
 13. Resilient Flooring: Division 09 Section "Resilient Tile Flooring."
 14. Resilient Athletic Flooring: Division 09 Section "Resilient Athletic Flooring."
 15. Carpeting: Division 09 Section "Tile Carpeting" and "Sheet Carpeting."
 16. Markerboards: Division 10 Section "Visual Display Surfaces."
 17. Panel Signs: Division 10 Section "Signage."
 18. Mirrors: Division 10 Section "Toilet and Bath Accessories."
 19. Fire Extinguishers: Division 10 Section "Fire Protection Specialties."
 20. Residential Appliances: Division 11 Section "Residential Appliances."
 21. Laboratory Fume Hoods: Division 11 Section "Laboratory Fume Hoods."
 22. Gymnasium Equipment: Division 11 Section "Gymnasium Equipment."

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23. Laboratory Casework: Division 12 Section "Laboratory Casework."

D. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Products:
 - a. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed equal product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 2. Manufacturers:
 - a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed equal manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other

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characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

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- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
- e. Substitution request is fully documented and properly submitted.
- f. Requested substitution will not adversely affect Contractor's construction schedule.
- g. Requested substitution has received necessary approvals of authorities having jurisdiction.
- h. Requested substitution is compatible with other portions of the Work.
- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 016350 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 1 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 3. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or other form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect,

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- d. sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- e. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- f. Samples, where applicable or requested.
- g. Certificates and qualification data, where applicable or requested.
- h. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- i. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- j. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- k. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- l. Cost information, including a proposal of change, if any, in the Contract Sum.
- m. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- n. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within **seven** days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within **10** days of receipt of request, or **seven** days of receipt of additional information or documentation, whichever is later.

- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
- b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

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- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 10 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.
 - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01635

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. Field engineering and surveying.
 3. General installation of products.
 4. Coordination of Owner-installed products.
 5. Progress cleaning.
 6. Starting and adjusting.
 7. Protection of installed construction.
 8. Correction of the Work.
- B. Related Sections include the following:
1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit two copies signed by land surveyor.
- D. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

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1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in the State of Connecticut and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Examination and Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- D. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.

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3.2 PREPARATION

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

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or Contractor. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and Contractor before proceeding.

3.5 INSTALLATION

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

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- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 - C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
 - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
 - E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
 - F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
 - G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
 - H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous and do not contain asbestos, lead and/or PCB.
- 3.6 OWNER-INSTALLED PRODUCTS
- A. Site Access: Provide access to Project site for Owner's construction forces.
 - B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Architect preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

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3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

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- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

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

3.10 CORRECTION OF THE WORK

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

END OF SECTION 017300

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SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
1. Division 02 Section "Selective Demolition" for demolition of selected portions of the building.
 2. Divisions 02 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 3. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

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

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7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

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

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining

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construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Substantial Completion procedures.
 2. Final completion procedures.
 3. Warranties.
 4. Final cleaning.
 5. Repair of the Work.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 2. Division 01 Section "Execution" for progress cleaning of Project site.
 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 6. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

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

1.4 CLOSEOUT SUBMITTALS

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

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- C. Field Report: For pest control inspection.
- 1.5 MAINTENANCE MATERIAL SUBMITTALS
- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.
- 1.6 SUBSTANTIAL COMPLETION PROCEDURES
- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 6. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 7. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Contractor. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Contractor's signature for receipt of submittals.
 8. Submit sustainable design submittals required in Division 01 Section "Sustainable Design Requirements" and in individual Sections.
 9. Submit test/adjust/balance records.
 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.

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4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Contractor will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

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

1.7 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Architect of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

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3. Include the following information at the top of each page:

- a. Project name.
- b. Date.
- c. Name of Architect.
- d. Name of Contractor.
- e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

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- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. HEPA vacuum all spaces prior to occupancy.
 - i. Vacuum carpet and similar soft surfaces with a HEPA vacuum, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

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- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory.
 2. Emergency manuals.
 3. Operation manuals for systems, subsystems, and equipment.
 4. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- B. Related Sections include the following:
1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 4. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

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

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Architect and Commissioning Authority will comment on whether content of operations and maintenance submittals are acceptable.
 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

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- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect, through Contractor, will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 10 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 10 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

1.5 COORDINATION

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

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

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2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

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

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- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.

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B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

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- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.