PROJECT MANUAL

BOROUGH OF NAUGATUCK

CONNECTICUT

DISTRICT WIDE SCHOOL UPGRADES
NAUGATUCK, CONNECTICUT 06770

S/P+A PROJECT NO. 16.041

ANDREW AVENUE ELEMENTARY SCHOOL
140 ANDREW AVENUE

CITY HILL MIDDLE SCHOOL
441 CITY HILL STREET

HILLSIDE INTERMEDIATE SCHOOL
51 HILLSIDE AVENUE

HOP BROOK ELEMENTARY SCHOOL
75 CROWN STREET

MAPLE HILL ELEMENTARY SCHOOL
641 MAPLE HILL ROAD

CD Submission: June 8, 2016
Issued for Bid: June 14, 2016

Architects/Engineers/Interior Designers
Silver/Petrucelli + Associates, Inc.
3190 Whitney Avenue
Hamden, Connecticut 06518

DISTRICT WIDE SCHOOL UPGRADES
NAUGATUCK, CONNECTICUT 06770

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Legal Notice

BOROUGH OF NAUGATUCK
Board of Education
497 Rubber Avenue – Naugatuck, CT 06770
Tel (203) 720-5265

INVITATION TO BID

Notice is hereby given that sealed bids by which
the Borough of Naugatuck will contract for the

DISTRICT WIDE SCHOOL UPGRADES

will be received in the Board of Education Office until

2:00 pm, Thursday, June 30, 2016

as determined by the BOE Office's clock,
when they will be publicly opened and read aloud.

A non-mandatory pre-bid meeting between prospective bidders and the Architect
will convene in the **lobby of Andrew Avenue Elementary School**
on **June 21, 2016 at 1:30 pm** when
project details will be discussed and questions answered.
The meeting will then proceed to the other four (4) schools.

A bid bond for five percent (5%) of the base bid cost is required
and must accompany each proposal.

Bids must be held firm for ninety (90) days beyond the bid opening date.

The successful bidder must file a one hundred percent (100%) Performance Bond,
a one hundred percent (100%) Labor & Materials Bond and a Certificate of Insurance
with the Board of Education within ten (10) days of notice of bid award.

Plans and specifications must be obtained directly from the Borough of Naugatuck's website,
www.naugatuck-ct.gov at no cost to the Contractor.

Attention of bidders is directed to certain requirements of this contract which require payment of minimum wages and compliance with certain local, state and federal requirements.

The Borough of Naugatuck reserves the right to reject any or all bids, to waive any informalities, omissions, excess verbiage or technical defects in the bidding and the Borough need not necessarily award the contract to the lowest Bidder if, in the opinion of the Borough, it would be in the best interest of the Borough to accept another bid.

DRAFT

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address)
« a»
« »

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

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§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-

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stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or

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Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

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1 PART 1 – GENERAL

1.1 COMPLETION DATE

A. All work as required by these specifications and drawings shall be completed by the date stipulated in the Contractor's bid form. There is no exception to this contract requirement, unless approved otherwise by contract change order.

B. If the work for this project is not substantially completed by 11:59 pm by the dates stipulated in the Contractor's bid form for each of the bid components requiring durations or deadlines, liquidated damages of Five Hundred Dollars ($500.00) per day or part thereof shall be due for each bid component to the Owner and subtracted from the unpaid contract amount or bond held by the Owner. "Substantial completion" is as defined in the General Conditions of the Contract for Construction, AIA Document A201 included in this project manual. "Substantial completion" is further defined as the date at which the local authorities with jurisdiction over this project grant a temporary or permanent certificate of occupancy (if required for occupancy) for each project area.

1.2 QUESTIONS

A. Questions regarding this bid can be directed to:

Mr. Ryan Haley, Project Architect
Silver/Petrucelli + Associates, Inc.
3190 Whitney Avenue, Bldg. 2
Hamden, CT 06518
Tel: 203-230-9007 x217
Fax: 203-230-8247
Email: rhaley@silverpetrucelli.com

1.3 RESPONSIBILITY FOR MEASUREMENT OF QUANTITIES

A. The Contractors shall have sole responsibility for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.4 DISCREPANCIES AND ADDENDA

A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should they be in doubt as to their meaning, they shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding. No change order requests will be authorized or considered because of the failure of the Contractor to include work called for in the Addenda in their bid.

1.5 MODIFICATIONS TO AIA DOCUMENT A701, Instructions to Bidders, Fifth Edition, 1997.

The following sections modify the provisions and procedures to the degree listed in the sections and articles listed in these supplementary instructions.

ARTICLE 3 **Make the following changes:**

3.1.1 **Delete** all but the first sentence.

3.4.1 **Add the following:** "Addenda may be facsimile/electronically transmitted to all who are known to have received a complete set of bidding documents at the time of said facsimile/electronic transmission".

3.4.3 **Delete the phrase** "four days prior to the date for receipt" and insert "twenty-four (24) hours prior to the date and time for receipt".

ARTICLE 5 **Add the following:**

5.3.3 Contractors who have paid liquidated damages or penalties to an Owner for failing to comply with the schedule of any project in the last five (5) years are disqualified from this project, subject to an appeal to the Building Committee where the Contractor demonstrates that 1) subsequent to the project which resulted in penalties the Contractor completed two (2) similar projects or demonstrably similar projects in a timely fashion; and 2) that the factors which lead to delays and penalties in the first instance no longer exist. Payment of liquidated damages or penalties may also be defined as "having been found by the Owner to be in non-compliance with the project schedule and negotiating a financial settlement for the project in which value was returned to the Owner, either via change orders or 'work-in-kind' or other recognized manner". The Contractor under consideration shall respond to this clause in the Contractor's Qualification Statement, A305 as provided in Section 6.1 of the Instructions to Bidders, A701.

ARTICLE 6 **Add the following:**

6.1.1 The Owner will make investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

6.4 WORK PHASING SCHEDULE

6.4.1 Bidders to whom award of the Contractor is under consideration shall submit to the Architect within fifteen (15) days of the Contract date, a detailed work Phasing Schedule describing the bodies of work to be undertaken and areas of the project to be addressed in per week periods between the Award of the Contract and the Bidder's proposed date of Substantial Completion.

ARTICLE 7 **Add the following:**

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

7.4 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 7.5.1.

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

7.5.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 7.12 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and

7.5.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 7.5.1; and

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

7.6 When the Owner has satisfied the conditions of Paragraph 7.5.3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

7.6.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages (as described in Paragraph 7.8) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

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

7.6.4 (a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

7.6.4 (b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

7.7 If the Surety does not proceed as provided in Paragraph 7.6 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an

additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 7.6.4, and the Owner refuses the payment rendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7.8 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 7.6.1, 7.6.2, or 7.6.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

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

7.8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 7.6; and

7.8.3 Late delivery penalties or if penalties are not specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

7.11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

bond.

7.14 Definitions.

7.14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

Add the following Articles:

ARTICLE 9

9.1 WATCHMAN: The employment of continuous watchman service to guard the property during any and all hours shall be at the discretion of the Contractor. However, the Contractor shall remove and restore all work or temporary structures damaged by fire, vandalism or similar acts at no extra cost to the Owner.

9.2 CLEANING UP: The Contractor shall provide all project cleaning and removal of materials, along with protection of the work and existing conditions. In a dispute between the Owner and the Contractor concerning rubbish and orderliness on the site, the Owner may have the rubbish removed and charge the cost to the Contractor. Upon written notification from the Architect that the project requires cleaning, the Contractor shall within twenty-four (24) hours remove all rubbish and hazards from the project and shall arrange his material and equipment in an orderly manner on the site. If this cleaning is not completed within twenty-four (24) hours, the Owner may engage labor to clean up the projects to his satisfaction and deduct the costs from any monies due the Contractor.

9.3 REMOVAL OF MATERIALS: All removed materials and rubbish shall be constantly sprinkled with water or other dusting agent to mitigate dust. Provide drop cloths or other type of coverings to prevent infiltration of dust to other parts of the existing building.

9.4 PROTECTION OF EXISTING UTILITIES AND SERVICES: The Contractor shall locate and mark the exact locations of the utilities or services and adequately protect them from damage during the work. In the event that any are accidentally disturbed, the Contractor shall repair or replace such damage immediately and restore service as promptly as possible.

9.5 OVERTIME: The Contractor must include within their base price all overtime, nights, holidays and weekends as required to meet the Project Completion date.

9.6 PERMITS: The Contractor must obtain their own town and building permits at no additional charge to the Owner. Borough of Naugatuck permits can be obtained from the Borough of Naugatuck at a cost to the Contractor including the State Education permit cost of $0.26/$1,000 value.

9.7 SUPERVISION: The Contractor must provide full-time, properly qualified on-site supervision for the entire duration of the project, while workpersons are on site.

9.8 GUARANTEES: The workmanship and materials for this project shall be guaranteed by the Contractor in writing on the Contractor's letterhead, for one (1) year from the date of Substantial Completion except as modified by the Contract Documents.

ARTICLE 10

10.1 BIDDERS REPRESENTATION: Each bidder shall fully acquaint himself with conditions as they exist, so that he fully understands the complexities and restrictions attending the execution of the Work included in the Bid Documents.

The failure to receive or examine any form, instrument, or document, or to visit the site to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bidder's proposal.

END OF SECTION

(To be submitted in triplicate)

BIDDER: _____
Name

_____
Address

To: **Borough of Naugatuck**
Board of Education
497 Rubber Avenue
Naugatuck, CT 06770

Project: **District Wide School Upgrades**
Naugatuck, CT 06770

In preparing this bid, we have carefully examined the Bidding Documents for this Project. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Project Manual dated June 14, 2016 entitled District Wide School Upgrades, Naugatuck, CT prepared by Silver/Petrucelli + Associates, Inc., Hamden, Connecticut.

We propose to perform the work described in the Bidding Documents, in keeping with definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum as follows:

Base Bid:

Entire Project for the Total Cost of:

$ _____ Dollars ($ .00).
written figure

We will commence work on the project _____ calendar days after receipt of "Notice to Proceed" or signing of Contract (whichever is earlier). We will be able to substantially complete the project by **August 22, 2016**.

Breakdown per School:

Andrew Avenue Elementary School	$ _____
City Hill Middle School	$ _____
Hillside Intermediate School	$ _____
Hop Brook Elementary School	$ _____
Maple Hill Elementary School	$ _____

Alternates:

The undersigned proposes to furnish all Labor, Materials, Equipment and Services necessary to construct the items listed in the Alternates described in Section 012300 for the stipulated sum of:

ADD ALTERNATE NO. 1: Computer Classroom 37 Flooring Replacement – Maple Hill ES:

Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Add Alternate 1.

ADD ALTERNATE NO. 2: Media Center/Library 10 Flooring Replacement – Maple Hill ES:

Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Add Alternate 2.

ADD ALTERNATE NO. 3: Wood Flooring Refinishing – Hop Brook ES:

Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Add Alternate 3.

ADD ALTERNATE NO. 4: Sprinkler Head Replacement – Hillside IS:

Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Add Alternate 4.

ADD ALTERNATE NO. 5: 2nd & 3rd Floor Ceiling Tile Abatement – Hillside IS:

Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Add Alternate 5.

ADD ALTERNATE NO. 6: 1st Floor Ceiling Tile Abatement – Hillside IS:

Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Add Alternate 6.

ADD ALTERNATE NO. 7: Pipe Fittings Abatement – Hillside IS:

Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Add Alternate 7.

Unit Prices:

As required by the Base Bid, should deteriorated or damaged materials be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all labor, material, equipment and related furnishings is as follows:

1. Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems and installed $_____/bf
2. Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and systems and installed $_____/bf
3. Small containment preparation containment (less than 160 square/260 linear feet of asbestos containing material) $_____/containment
4. Floor tile/flooring materials (rubber, etc.) and mastic (includes all layers of carpeting, multiple layers of floor tiles/flooring materials/wood/ concrete/mastics, levelastics, contaminated materials, etc. and demolition/ disposal of non-movable objects), removal and disposal as ACM $_____/sf
5. Floor tile/flooring materials (rubber, etc.) and mastic (includes all layers of carpeting, multiple layers of floor tiles/flooring materials/wood/ concrete/mastics, levelastics, contaminated materials, etc. and demolition/ disposal of non-movable objects), removal and disposal as ACM. Price includes containment as well. $_____/150 sf or less (one containment/room)
6. Mudded pipe fitting insulation, removal and disposal as ACM $_____/fitting/joint
7. Glove bag, removal and disposal as ACM $_____/bag
8. Pipe and pipe fitting insulation, removal and disposal as ACM $_____/lf
9. Air duct vibration isolation cloth, removal and disposal as ACM $_____/cloth
10. Transite board, removal and disposal as ACM $_____/sf
11. Sheetrock/taping/joint compound, removal and disposal as ACM $_____/sf

12.	Ceiling tile, removal and disposal as ACM and supporting grid system contamination (includes lighting, HVAC, materials above and attached to ceiling, etc.)	$_____/sf
13.	Ceiling tile and supporting grid system, removal and disposal (includes temporary support and decontamination of lighting, HVAC, materials above and attached to ceiling, etc.) as ACM	$_____/sf
14.	Cove base and adhesive (including removing from substrate and repairing if necessary), removal and disposal as ACM.	$_____/sf
15.	Sink undercoating, removal and disposal as ACM	$_____/sf
16.	Light backing paper insulation, removal and disposal as ACM	$_____/light

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A101, or similar contract modified as may be mutually agreed upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the Department of Labor.

Addenda:

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number , Dated: _____ Number , Dated: _____
Number , Dated: _____ Number , Dated: _____

Exceptions: _____

ATTACHMENTS – Attached hereto (by Contractor) is:

1. **Bid Bond**

NON-COLLUSIVE BID STATEMENT

The undersigned bidder certifies that his bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid shall not be disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

Date: _____

Signature: _____

Printed Name and Title
of Agent submitting bid: _____

Name of Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« a»
« »
« »

The Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

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User Notes: (1900959082)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 The Contractor's representative:
(Name, address and other information)

« »
« »
« »
« »

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« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract

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Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	CONTRACTOR *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

« ~~a~~»
« »

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

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to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

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other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

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furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

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Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

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risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

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§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The

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party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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GENERAL CONDITIONS

The Work of this Contract shall be subject to the American Institute of Architects Document A201, "General Conditions of the Contract for Construction", herein referred to as the General Conditions.

SUPPLEMENTARY CONDITIONS

The supplementary Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

ARTICLE 1 **Make the following changes**:

1.1.3 **Add the following:** Asbestos material encountered in the existing structure of the Project, and its treatment or removal is a part of the Work. The disposition of such material will be the responsibility of the Contractor. The Contractor shall be required to take appropriate precautions for Workers performing tasks in asbestos environments, ie. Basements, pipe tunnels, etc.

1.2.3 **Add the following:** When applied to materials and equipment required for the Work, the words "furnish", "install" and "provide" shall mean the following:

.1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use.
.2 The word "furnish" shall mean to secure, pay for, deliver to site, unload and uncrate materials and equipment.
.3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish".
.4 The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install....".
.5 “As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.
.6 Where discrepancies or conflicts occur:

.1 Amendments and Addenda shall take precedence over the Specifications.
.2 The Specifications shall take precedence over the Drawings.
.3 Stated dimensions shall take precedence over scaled dimensions.
.4 Large-scale detail drawings shall take precedence over small-scale drawings.
.5 Schedules shall take precedence over other data on the drawings.

.7 In case of a difference between Drawings or Specifications or within either document itself in describing the Work, the better quality, greater quantity or costlier work will be assumed to be and shall be included in the Contract price. The Contractor shall not proceed with such work until the Architect has been contacted for clarification and proper direction.
.8 Instructions or specifications of a particular manufacturer as referred to herein shall be binding as a part of this Specification. Obtain such written instructions

and maintain on the job with the Specification.

.9 Schedules of materials in various sections of the Specifications are furnished to assist the Contractor. Contractor shall verify the schedules with the Drawings and shall provide any additional materials indicated on the Drawings but not included in the schedules. The greater quantity or highest quality will govern.

Add the following:

1.2.4 All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract" or "provided by the Owner"; or "not in contract (NIC)".

1.2.5 Parties to the Contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

ARTICLE 2 **Make the following changes:**

2.2.5 **Revise to read as follows:** "Contractor shall be furnished up to three (3) sets of Contract Drawings and Specifications, and two (2) copies of each drawing which is issued after the date of the Contract. The Contractor shall pay costs of reproduction for any additional copies of Drawings or Specifications he requires."

ARTICLE 3 **Make the following changes:**

Add the following:

3.4.4 Should the Contractor wish to substitute another product or method for products or methods specified or shown in the Contract Documents, whether specified or shown in Contract Documents, whether or not such phrases as "equal to" or "based on" are used, he shall apply in writing for approval. He shall enclose such data as Architect requires to evaluate products. The Architect's decision shall be final. Contractor is responsible for space requirements of substitutions, he shall execute necessary changes in adjacent and relocated situations, he shall execute necessary changes in adjacent and relocated work which are due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.

3.5.1 Project Warranty: Unless otherwise specified, Contractor shall warrant (guaranty) all work against defects resulting from the use of material, workmanship or equipment which is inferior, defective or not in accordance with the terms of the Contract. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of one year from the date of issuance of the Certificate of Substantial Completion for the Project.

3.5.2 Specified Product Warranty: Issued by a manufacturer or fabricator for compliance with requirements of the Contract Documents. Refer to sections of Specifications for requirements of specified warranties.

3.5.3 Coincidental Product Warranty: Available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirement, a non-specified warranty. Contractor shall identify such warranties as they apply.

3.5.4 Warranty Obligations

.1 Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty.
.2 Contractor shall restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work.
.3 Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.
.4 Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.
.5 Upon restoration or removal-and-replacement of warranted work which has failed, Contractor shall reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
.6 Warranties and warranty periods shall not diminish implied warranties, and shall not deprive Owner of actions, rights and remedies otherwise available if the Contractor fails to fulfill the requirements of the Contract Documents.
.7 Owner reserves the right to reject coincidental product warranties which conflict with or are less than the requirements of the Contract Documents.

3.5.5 Contractor shall furnish fully executed warranties to Owner in accordance with the General Conditions and Section 016000.

3.6 **Amend to include the following:** No amount shall be included in the bid for State Sales Tax or for Federal Excise Tax on materials or supplies purchased for this project. The Owner will supply tax exempt number.

3.7.1 **Amend to include the following:** The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as part of the construction process.

ARTICLE 4 **Make the following changes:**

4.2.13 Add to the first sentence, after "...relating to aesthetic effect..."

"and except for claims which have been waived by making or acceptance of final payment as provided by Subparagraphs 9.10.3 and 9.10.4,"

Add the following:

4.3 The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in arbitration proceedings between Owner/Architect upon specific written request of the Owner.

This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

ARTICLE 7 **Add the following:**

7.2.2 The Contractor's proposal for changes in the Work shall be itemized completely and in detail and shall include material costs and quantities, labor wages, time, insurance, pensions and equipment rental other than small tools, and the number of additional calendar days, if any, which are required to complete the Work.

Where unit prices have been established, the proposal shall state the quantity involved and the applicable unit price.

7.5 ALLOWANCE FOR OVERHEAD AND PROFIT

7.5.1 The allowance for overhead and profit is compensation for administration, superintendence, materials for temporary structures, additional premiums on bonds and the use of small tools.

7.5.2 For additions, deletions or other changes in the Work ordered under method 7.3.3.3, the Contractor may apply an allowance of up to fifteen percent (15%) for profit and overhead to the net cost of the work actually performed by him.

7.5.3 Work to be performed by a subcontractor may include an allowance for the subcontractor's overhead and profit not to exceed fifteen percent (15%) of the net cost. The Contractor is permitted up to a **ten percent** (10%) allowance to be applied against the net cost to a subcontractor. In no case shall the total allowance exceed twenty-five percent (25%) of the net cost of work performed by the subcontractor.

7.5.4 The Contractor's allowance of up to ten percent (10%) on changes involving more than one (1) subcontractor shall be applied only to the combined net of cost additions and deductions of all subcontractors.

7.5.5 There shall be no allowance for overhead and profit for the Contractor or any subcontractor on changes resulting in a net deduction.

7.5.6 The provisions of this Article shall apply only to subcontractors as defined in Article 5. Allowance for overhead and profit will be accepted only for those who are direct subcontractors.

ARTICLE 8 **Make the following changes:**

8.3.4 **Add the following:** No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

ARTICLE 9 **Make the following changes:**

9.3.1 **Revise** "ten days" to read "fifteen (15) days".

Add the following:

9.3.1.3 During progress of the Work, the Owner will pay Contractor ninety-five percent (95%) of the total amount of each monthly payment due. The remaining five percent (5%) will be retained by the Owner until the Project is substantially completed. There will be no further reduction considered until final acceptance of the Project in accordance with the Contract Documents.

9.3.2 **Amend to include the following:** If the Contractor does not submit evidence of payment to vendor for material and equipment stored, the Architect will recommend deduction of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

Add the following:

9.3.2.1 Contractor may include in Application for Payment the delivered cost of equipment and non-perishable materials delivered and stored at the site but not incorporated in the work, under the following conditions:

.1 Items to be protected from fire, theft, vandalism, weather and other damage.
.2 Storage procedures and areas to be approved.
.3 Items to be available at all times for inspection by the Owner and Architect.

9.3.4 Contractor shall furnish with Application for Payment an invoice establishing value of material and equipment stored at the site along with a statement of amount to be paid the vendor.

.1 Such stored items are subject to inspection by Architect before payment is recommended.
.2 Contractor shall furnish Owner with Certificate of Insurance in accordance with Contract Documents for the full value of the items stored at the site.

9.6.2.1 Contractor shall furnish Architect with satisfactory evidence of payment to vendors supplying material and equipment for approved storage. This shall be done within thirty (30) days after the date of progress payment. Satisfactory evidence of payment shall be one of the following:

.1 Contractor's canceled check in correct amount with identification of invoices paid.
.2 A letter or telegram from vendor with authorized signature stating amounts and invoices paid.
.3 A receipted invoice.

9.6.7.1 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the

work in the same manner as if such payment were not made.

9.10.6 A prerequisite to final payment shall be that the Contractor furnish proof that he has completed all specification requirements covering the following item as applicable: Warranties.

ARTICLE 10 **Add the following:**

10.3.4.1 The Contractor shall not bring hazardous materials onto the site nor use in the Work without compliance with the following conditions.

.2 The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials when their use is permitted. For such use, the Contractor shall obtain necessary permits form regulating agencies and submit copies of permits to the Architect for review before proceeding with use.

.3 Contractor shall obtain insurance for use of hazardous material and furnish certificates of insurance in keeping with Conditions of the Contract.

ARTICLE 11 **Make the following changes:**

11.1.1 **Revise** "authorized to do business in the jurisdiction in which the Project is located" to read "licensed to do business in Connecticut".

11.1.3 **Revise** "prior to commencement of the Work" to read "within ten (10) days of Notice of Award".

Add the following:

11.5 MISCELLANEOUS INSURANCE REQUIREMENTS

11.5.1 The Contractor shall not begin work until he has obtained all insurance as required, nor shall any subcontractor be permitted to commence work until he has obtained all insurance as required under the same provisions. Insurance shall be maintained throughout the life of the Contract.

11.5.2 It shall be the responsibility of the Contractor to obtain Certificates of Insurance from each subcontractor and to make certain that all coverage is maintained throughout the life of the Contract.

11.5.3 The Contractor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to the Owner.

11.5.4 Each subcontractor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to the Owner.

11.5.5 The Contractor shall maintain a file of Certificates of Insurance received from each subcontractor and provide Owner with copy of each certificate.

11.5.6 The Contractor shall furnish to the Owner copies of any endorsements subsequently issued amending coverage or limits.

A. CONTRACTOR'S LIABILITY INSURANCE: Concerning the insurance described in ITEM 11.1, the Contractor shall maintain the following minimum limits:

1. Workers' Compensation

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoremen, harbor work, work at or outside U.S. Boundaries):	Statutory
(c)	Maritime	$ ---
(d)	Employer's Liability	$100,000 Accident $500,000 Disease $500,000 Policy Limit
(e)	Benefits Required by Union Labor Contracts:	As applicable

2. Comprehensive General Liability (Including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

$1,000,000 Each Occurrence
$5,000,000 Aggregate, Products and Completed Operations

(b) Property Damage:

$1,000,000 Each Occurrence
$5,000,000 Aggregate

(c) Products and Completed Operations Insurance shall be maintained for a minimum of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.

(d) Property Damage Liability Insurance shall include coverage for the following hazards:

X Explosion C Collapse U Underground

(e) Contractual Liability (Hold Harmless Coverage):

(1) Bodily Injury:

$1,000,000 Each Occurrence

(2) Property Damage:

$1,000,000 Each Occurrence
$5,000,000 Aggregate

(f) Personal Injury, with Employment Exclusion deleted:

$1,000,000 Aggregate

(g) Name as Additional Insureds: Borough of Naugatuck, Naugatuck Public School District and Silver/Petrucelli + Associates, Inc.

3. Comprehensive Automobile Liability (owned, co-owned, hired):

(a) Bodily Injury:

$1,000,000 Each Person
$1,000,000 Each Accident

(b) Property Damage:

$ 500,000 Each Occurrence

B. OWNER'S LIABILITY INSURANCE: Concerning the insurance described in ITEM 11.2:

_____ No modification required.

_____ The Contractor shall provide this insurance (normally under an Owner's Protective Liability Policy) with the following limits:

(1) Bodily Injury:

$1,000,000 Each Occurrence
$5,000,000 Aggregate

(2) Property Damage:

$1,000,000 Each Occurrence
$5,000,000 Aggregate

(3) Personal Injury, with Employment Exclusion deleted

C. PROPERTY INSURANCE: Concerning the insurance as described in ITEM 11.3:

_____ No modification required: Owner will purchase (coverage will be included for all materials and equipment furnished by the Owner which is to be incorporated or used in the project when stored off site or when in transit.).

__X__ Contractor shall purchase the following:

(1) _____ All Risk

__X__ Other: Installation Floater.

(2) _____ On the following form: (select one)

_____ Completed Value

_____ Reporting

(3) __X___ In the Names of the Owner, Contractor, Subcontractor, and subcontractor as their interests may appear with limits as follows: (Select One)

_____ Full insurable value of the Work

__x__ Amount equal to the Contract sum for the Work

(If Coverage for alterations and additions to existing structures is to be included under Owner's existing coverage, specific instructions are included under Item D below).

ARTICLE 15 **Make the following changes:**

15.3.2 In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in w\question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in mediation proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

END OF SECTION

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:		PROJECT:	a	APPLICATION NO:	001
				PERIOD TO:	
				CONTRACT FOR:	General Construction
FROM CONTRACTOR:		VIA ARCHITECT:		CONTRACT DATE:	
				PROJECT NOS:	/ /

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM			$0.00
2. NET CHANGE BY CHANGE ORDERS			$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$0.00
5. RETAINAGE:			
a. 0 % of Completed Work (Column D + E on G703:	$0.00	)= $0.00	
b. 0 % of Stored Material (Column F on G703:	$0.00	)= $0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$0.00
8. CURRENT PAYMENT DUE			$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	001
APPLICATION DATE:	
PERIOD TO:	
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**

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CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

I,_____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

_____
Signed

Subscribed and sworn to before me this _____ day of _____,_____.

_____
Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

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

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

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

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

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

Elevator Constructors: Mechanics

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

STATUTE 31-55a

- SPECIAL NOTICE –

To All State and Political Subdivisions,Their Agents, and Contractors
Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

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

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the ***contractor's*** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

Information Bulletin
Occupational Classifications

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

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

- **CLEANING LABORER**

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

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

  Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

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

- **INSULATOR**

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

- **LABORERS**

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

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

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

  Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

  Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

Definitions:

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

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

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

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

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

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

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

Truck drivers <u>are covered</u> for payroll purposes under the following conditions:

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

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.

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

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

Truck Drivers <u>are not</u> covered in the following instances:

- Material delivery truck drivers while off "the site of the work"

- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"

- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

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

For example:

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

Any questions regarding the proper classification should be directed to:
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543

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

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

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

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

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

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





THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

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

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

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

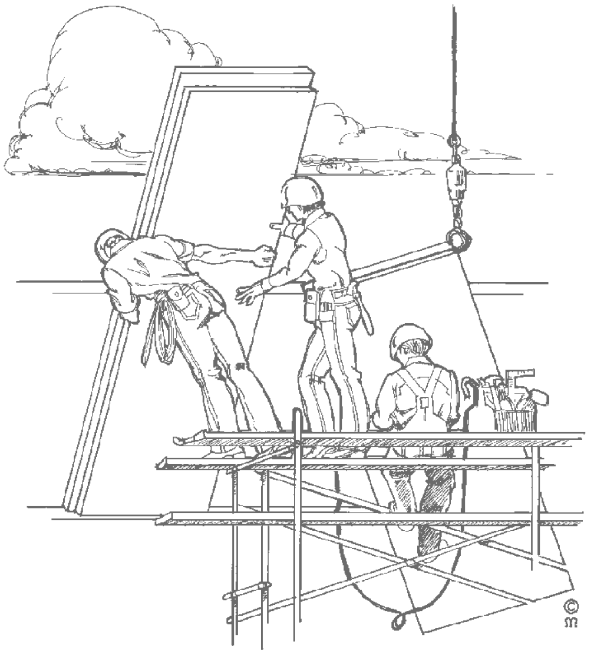
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be $_____, which includes all work, regardless of whether such project

consists of one or more contracts.

CONTRACTOR INFORMATION

Name:_____

Address:_____
Authorized Representative:_____
Approximate Starting Date: _____

Approximate Completion Date:_____

_____ _____
Signature Date

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

Date Issued: _____

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

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

CONTRACTOR NAME AND ADDRESS:

SUBCONTRACTOR NAME & ADDRESS

WORKER'S COMPENSATION INSURANCE CARRIER

POLICY #

EFFECTIVE DATE:
EXPIRATION DATE:

PAYROLL NUMBER | Week-Ending Date | PROJECT NAME & ADDRESS

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S HOURS WORKED EACH DAY	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							

12/9/2013
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER _____OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

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

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

_____	_____	_____
(Signature)	(Title)	Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

_____	_____	_____
(Signature)	(Title)	Submitted on (Date)

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

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

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

Weekly Payroll Certification For Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:

Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S HOURS WORKED EACH DAY	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							

*IF REQUIRED

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

Naugatuck Public Schools

2016-2017 School Calendar

August 2016

M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

25 Prof. Dev. Day-No School for Students Full Day for Teachers 3/3
26 Prof. Dev. Day-No School for Students Full Day for Teachers
29 First Day of School for Students

September 2016

M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5 Labor Day-No School 21/24
7 Open House NHS - **Early Dism. 9-12 only**
12 Open House Middle School-**Early Dism. 7-8 only**
13 Open House Elem.-**Early Dism. K-4 only**
14 Open House CAPS-**Early Dism. CAPS only**
15 Open House Int. Schools-**Early Dism. 5-6 only**

October 2016

M	Tu	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

10 Columbus Day-No School 20/44
19-21 Parent Conf.-Early Dism. PreK-12

November 2016

M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

8 Prof. Dev. Day-No School-Students Full Day for Teachers 18/62
11 Veteran's Day-No School
23 Early Dismissal
24-25 Thanksgiving Break-No School

December 2016

M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

23 Early Dismissal 17/79
26-Jan. 2 Winter Break-No School
28-29 BoE Office Open

January 2017

M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

2 Winter Break-No School 20/99
16 M.L.King Jr. Day-No School

February 2017

M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

20-21 February Break-No School 18/117

March 2017

M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

6-10 Kindergarten Registration 23/140
22-24 Parent Conf.-Early Dism. PreK-12

April 2017

M	Tu	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

10-13 Spring Recess-No School 15/155
10-13 BoE Offices Open
14 Good Friday-No School

May 2017

M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

29 Memorial Day-No School 22/177

June 2017

M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5 Tentative Last Day-Early Dism. 3/180

July 2017

M	Tu	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

First Day of School for Students
Tentative Last Day of School for Students-Early Dism.
Open House
Professional Development Day: No School for Students/Full Day for Teachers
Parent Conferences-Early Dismissal
School not in Session
Early Dismissal

Early Dismissal Times:

High School	11:35
Middle	12:00
Intermediate	12:30
Elementary	1:00

180 -- Instructional Days for Students **183 -- Days for Teachers**

Note: Cancelled school days are made up by extending the school year after the tentative last scheduled day in June.

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Revised by the Board of Education on Feb. 11, 2016

DISTRICT WIDE SCHOOL UPGRADES
NAUGATUCK, CONNECTICUT 06770

S/P+A PROJECT NO. 16.041

Drawing Number	Drawing Name
	COVER
A001	GENERAL NOTES & SYMBOL LEGEND
A002-A100	NOT USED
Architectural Drawings	
A101	ANDREW AVE ES CASEWORK UPGRADES
A102	ANDREW AVE ES SCHEDULES & DETAILS
A103-A200	NOT USED
A201	MAPLE HILL ES LOWER LEVEL PLANS
A202	MAPLE HILL ES MAIN LEVEL PLANS
A203-A300	NOT USED
A301-A302	HOP BROOK ELEMENTARY FLOORING PLANS
A303-A400	NOT USED
A401	HILLSIDE SCHOOL 1ST FLOOR CEILING PLAN
A402	HILLSIDE SCHOOL 2ND FLOOR CEILING PLAN
A403	HILLSIDE SCHOOL 3RD FLOOR CEILING PLAN
A404	HILLSIDE SCHOOL FP NOTES & DETAILS
A405-A500	NOT USED
A501	CITY HILL MIDDLE SCHOOL CAFETERIA FLOOR PLAN
Hazardous Materials Drawings	
HM-01	ANDREW AVENUE ES HAZARDOUS MATERIALS ABATEMENT PLAN
HM-02	HILLSIDE INTERMEDIATE SCHOOL HAZARDOUS MATERIALS ABATEMENT PLAN – THIRD FLOOR
HM-03	HILLSIDE INTERMEDIATE SCHOOL HAZARDOUS MATERIALS ABATEMENT PLAN – SECOND FLOOR
HM-04	HILLSIDE INTERMEDIATE SCHOOL HAZARDOUS MATERIALS ABATEMENT PLAN – FIRST FLOOR BUILDING ADDITION BAND ROOM AREAS

END OF SECTION

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT DESCRIPTION

A. The Work of the Project is defined by the Contract Documents and consists of interior renovations including plumbing and electrical systems to five (5) existing schools.

B. The Work generally includes, but is not necessary limited to the following major elements:

1. Removal of building materials and components, including selected existing plumbing and electrical systems.
2. Removal and offsite disposal of asbestos and hazardous materials.
3. Offsite disposal of all removed materials.
4. Removal of existing doors and frames and provision and installation of new wood cabinetry.
5. Removal of existing cabinets and countertop and provision and installation of new plastic-laminate cabinets and solid surface countertop.
6. Removal and replacement of existing ceiling tiles with new, including painting of existing grid.
7. Removal of existing flooring and provision and installation of new including underlayment, rubber base, stair treads and transition strips.
8. Painting of new and existing finishes.
9. Plumbing:

    a. Demolition, removal and reconstruction of classroom sinks as indicated on the Architectural Drawings and described in the respective Plumbing Notes and Specifications. Contractor shall furnish and install proposed sinks, faucets, drinking fountain bubblers, domestic water piping, sanitary and vent piping, insulation and piping specialties necessary for a fully functioning system. Contractor shall re-utilize existing domestic water, sanitary and vent piping points of connection as used and re-incorporated from the previous installation, to the greatest extent possible.

10. Electrical:

    a. Relocation of existing battery powered clock, wall phone, two (2) network outlets and provision and installation of new wall mounted speaker in twenty (20) existing classrooms due to the removal of the teacher station island. Extension of all existing low voltage cabling to the wall phone, network outlets and wall mounted speaker.
    b. Removal of the existing branch circuit feeding the under counter light fixture(s) and receptacle(s) in the teacher station island that is to be removed.

1.3 CONTRACTOR USE OF PREMISES

A. General: Limit use of the premises to construction activities in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

B. Confine operations to as small work areas and accessways as possible. As much as possible and without damage to the finishes, doors and related building systems, access the project area via the service doors designated by Owner.

C. Keep driveways and entrances serving the premises clear and available to the Owner and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

D. Maintain existing egress patterns, exit doors and means of egress during construction, which will include the provision of temporary walkways, sidewalks or other means necessary to provide adequate life safety for the building occupants, particularly at exitways which must continue to be open and serviceable while adjacent construction activity occurs.

E. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1. Contractor is responsible to secure project area/site from intrusions during unoccupied (after hours) period of time. Any temporary doors and /or window coverings that may be necessary to complete repairs are the Contractors responsibility to furnish and install as part of the project scope.

1.4 OWNER OCCUPANCY

A. Full Owner Occupancy: The Owner's administrative and maintenance staff will occupy the site and existing building during the entire construction period, with children on site during the school year. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations. Pre-schedule construction operations with the Owner for areas that must be evacuated for extended periods, giving the Owner the opportunity to relocate administrative or educational operations to non-affected areas.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than seventy-two (72) hours in advance of activities that will affect Owner's operations.

B. Utility Relocations: Schedule utility relocations that affect the building as early as possible. Coordinate Contractor's schedules with the utility companies.

1.5 SPECIAL REQUIREMENTS

A. The Contractor shall insure that all work performed is done so in a safe manner and that all of his/her employees shall adhere to all applicable safety procedures and practices at all times. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor, Subcontractors and all those in their employ, that all tools, equipment, ladders, etc. are never left unsupervised.

B. Meaningful Instruction: Meaningful instruction (as determined by the Owner) must be facilitated and possible within the building at all times. This requirement may limit the Contractor's demolition and construction operations as the distraction represented by hammering, material movement, etc. may disrupt classes. No down time or mobilization charges will be permitted should the meaningful instruction requirement suspend the Contractor's operations for any length of time.

C. Testing: During the school year, Smarter Balanced Assessment Consortium may be administered to portions of the student population, which requires absolute concentration on the part of the students. The Owner may prohibit operations during the administration of these assessments. Cooperate with the Owner to determine the schedule, locations of the testing and where operations may proceed with disrupting classroom or roofing operations.

D. Under no circumstances shall the buildings' occupants be subjected to excessive construction noise or vibrations, nor shall they be subject to fumes, odors or other deleterious effects of the operation. Should material delivery, demolition or construction operations, inclement weather or related schedule conditions produce this situation (as determined by the Owner), the Contractor shall be required to suspend operations that produce the offending effects until such time as the building is not occupied, or as approved by the Owner.

E. Smoking will not be permitted inside the building or on the grounds. Strict adherence to the smoking regulations will be enforced for the entire duration of the construction.

F. There will be absolutely **no** fraternizing with the students by construction personnel. Anyone caught doing so will be required to leave the jobsite and will not be permitted to return. Such dismissal shall not give the contractor grounds for default on any other contract requirements, including the construction schedule.

G. Site Security – Identification Badges

1. The Contractor shall provide a list of all contact persons. The list shall include each trade, name of Contractor, contact person(s), phone numbers, fax numbers, Federal Employer Identification Number (FEIN), social security number if FEIN is not available, and Connecticut Tax Registration number.
2. Prior to the start of work all Contractor and Sub-Contactor personnel assigned to perform work shall be required to fill out and submit to a background check at a cost provided by the Contractor. All information shall be submitted to the Borough of Naugatuck. Information for background check includes the following:

    a. Identity Verification
    b. Criminal Background
    c. Additional checks as deemed warranted

3. Security badges will be worn by all project personnel during construction activities. The Contractor will provide badges at no cost to the Owner. The Contractor will be responsible for monitoring the display of badges, including those of the personnel of all subcontractors and visitors to the project site. Badges shall be issued in a contrasting color from school employees, with photo and name plainly visible.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Sections:

1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. A list of unit prices is included in the Bid Form.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES:

A. **ADD ALTERNATE NO. 1: Computer Classroom 37 Flooring Replacement – Maple Hill ES:** Add to the Base Bid the material, equipment and labor to remove the existing flooring and base, prepare the existing substrate and provide and install new vinyl composition tile, rubber base and all associated components. Work will also include any patching, repairing, and painting of adjacent finishes. Refer to Sections 096513 and 096519 for additional information.

B. **ADD ALTERNATE NO. 2: Media Center/Library 10 Flooring Replacement – Maple Hill ES:** Add to the Base Bid the material, equipment and labor to remove the existing flooring and base, prepare the existing substrate and provide and install new vinyl composition tile, rubber base and all associated components. Work will also include any patching, repairing, and painting of adjacent finishes. Refer to Sections 096513 and 096519 for additional information.

C. **ADD ALTERNATE NO. 3: Wood Flooring Refinishing – Hop Brook ES:** Add to the Base Bid the material, equipment and labor to remove the existing flooring and base, prepare and repair the existing wood flooring and refinish in lieu of providing and installing vinyl composition tile at Offices 101, 110, and 205 and Classrooms 102, 103, 114, 115, 203, 204, 207 and 208. Work will also include any patching, repairing, and painting of adjacent finishes. Provision and installation of new rubber base is part of Base Bid. Refer to Section 096400 for additional information.

D. **ADD ALTERNATE NO. 4: Sprinkler Head Replacement – Hillside IS:** Add to the Base Bid the material, equipment and labor to remove the existing sprinkler heads and provide and install new on the 2nd and 3rd floors. Refer to Section 211313 for additional information.

E. **ADD ALTERNATE NO. 5: 2nd & 3rd Floor Ceiling Tile Abatement – Hillside IS:** Add to the Base Bid the material, equipment and labor to abate approximately 22,000 square feet of ceiling tile including the decontamination of the support grid and associated components from the 2nd and 3rd floors. Refer to Sections 028213 and 095113 for additional information.

F. **ADD ALTERNATE NO. 6: 1st Floor Ceiling Tile Abatement – Hillside IS:** Add to the Base Bid the material, equipment and labor to abate approximately 2,000 square feet of ceiling tile including the decontamination of the support grid and associated components from the 1st floor corridors and adjacent Band Room areas. Refer to Sections 028213 and 095113 for additional information.

G. **ADD ALTERNATE NO.7: Pipe Fittings Abatement – Hillside IS:** Add to the Base Bid the material, equipment and labor to abate approximately 175 fittings including the removal of contaminated adjacent fiberglass pipe insulation throughout the 2nd and 3rd floors. Work also includes the provision and installation of new pipe insulation. Refer to Sections 028213 and 220719 for additional information.

END OF SECTION 012300

SECTION 012500 - 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:

1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
2. Divisions 02 through 49 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 (3) 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**.
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, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. 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.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. 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.
m. 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 (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect 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

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one (1) 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 sixty (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 will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.

i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one (1) 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 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections:

1. Section 016000 "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."

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 not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or twenty (20) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Architect.

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 Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

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

1.6 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

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:

1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
3. Section 013300 "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 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. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date but no later than seven (7) 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 (1) line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. 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 multiple line items for principal subcontract amounts in excess of five percent (5%) of Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. 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 required, include evidence of insurance.

6. 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.
7. 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.

8. 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.

1.4 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.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 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 for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

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. Materials previously stored and included in previous Applications for Payment.
    b. Work completed for this Application utilizing previously stored materials.
    c. Additional materials stored with this Application.
    d. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within twenty-four (24) hours. One (1) copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

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 conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on 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. Products list (preliminary if not final).

5. Schedule of unit prices.
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing one hundred percent (100%) 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.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

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

1. Schedule construction operations in sequence required to obtain the best results where installation of one (1) part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

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 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. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. 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. Coordinate use of temporary utilities to minimize waste.

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

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, 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 a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple Contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

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:

    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 1¼ inch 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 the Contractor's responsibility. If the Architect determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints in accordance with requirements of Section 013300 "Submittal Procedures."

1.6 KEY PERSONNEL

A. Key Personnel Names: Within fifteen (15) 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, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.7 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for coordination information already indicated in the Contract Documents.
d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Architect's actions on submittals.
f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
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 Section 012600 "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 ten (10) days of receipt of the RFI response.

E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect, copy to and Construction Administrator within seven (7) days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. 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.

1.8 PROJECT MEETINGS

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

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three (3) days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. 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. Lines of communications.
    f. Procedures for processing field decisions and Change Orders.
    g. Procedures for RFIs.
    h. Procedures for testing and inspecting.
    i. Procedures for processing Applications for Payment.
    j. Distribution of the Contract Documents.
    k. Submittal procedures.
    l. Sustainable design requirements.
    m. Preparation of record documents.
    n. Work restrictions.
    o. Working hours.
    p. Owner's occupancy requirements.
    q. Responsibility for temporary facilities and controls.
    r. Procedures for moisture and mold control.
    s. Procedures for disruptions and shutdowns.
    t. Construction waste management and recycling.
    u. Parking availability.
    v. Office, work, and storage areas.
    w. Equipment deliveries and priorities.
    x. First aid.
    y. Security.
    z. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

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

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect 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. Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Review of mockups.
    i. Possible conflicts.
    j. Compatibility problems.
    k. Time schedules.
    l. Weather limitations.
    m. Manufacturer's written recommendations.
    n. Warranty requirements.
    o. Compatibility of materials.
    p. Acceptability of substrates.
    q. Temporary facilities and controls.
    r. Space and access limitations.
    s. Regulations of authorities having jurisdiction.
    t. Testing and inspecting requirements.
    u. Installation procedures.
    v. Coordination with other work.
    w. Required performance results.
    x. Protection of adjacent work.
    y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
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. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than thirty (30) days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.

2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

    a. Preparation of record documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Submittal of written warranties.
    d. Requirements for preparing sustainable design documentation.
    e. Requirements for preparing operations and maintenance data.
    f. Requirements for demonstration and training.
    g. Preparation of Contractor's punch list.
    h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    i. Submittal procedures.
    j. Installation of Owner's furniture, fixtures, and equipment.
    k. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. 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) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.

6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of 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.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

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.

F. Coordination Meetings: Conduct Project coordination meetings at required intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. 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) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.

10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.

2. Reporting: 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

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Daily construction reports.
3. Material location reports.
4. Field condition reports.
5. Special reports.

B. Related Sections:

1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
2. Section 014000 "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 Activity: An activity on the critical path that 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. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

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.

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 is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
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. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

C. Daily Construction Reports: Submit at weekly intervals.

D. Material Location Reports: Submit at weekly intervals.

E. Field Condition Reports: Submit at time of discovery of differing conditions.

F. Special Reports: Submit at time of unusual event.

G. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, work stages and area separations.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.

10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.6 COORDINATION

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

B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed 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 twenty (20) 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 sixty (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 Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than fifteen (15) days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than thirty (30) days for punch list and final 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. Phasing: Arrange list of activities on schedule by phase.

2. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Uninterruptible services.
    c. Use of premises restrictions.
    d. Provisions for future construction.
    e. Seasonal variations.
    f. Environmental control.

3. 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.

4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

    a. Structural completion.
    b. Permanent space enclosure.
    c. Completion of mechanical installation.
    d. Completion of electrical installation.
    e. Substantial Completion.

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. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Section 012900 "Payment Procedures" for cost reporting and payment procedures.

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 RFIs.
3. Rejected or unreturned submittals.

4. Notations on returned submittals.

G. Recovery Schedule: When periodic update indicates the Work is fourteen (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 Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within thirty (30) days of date established for the Notice to Proceed. Base schedule on the start-up construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in ten percent (10%) increments within time bar.

2.3 REPORTS

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

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
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 weekly 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 Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one (1) week before each regularly scheduled progress meeting.

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 final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, 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

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Periodic construction photographs.

B. Related Sections:

1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
2. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of eight (8) megapixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

C. Periodic Construction Photographs: Take eighteen to twenty (18-20) photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

D. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.

1. In emergency situations, take additional photographs within twenty-four (24) hours of request.
2. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Immediate follow-up when on-site events result in construction damage or losses.
    b. Substantial Completion of a major phase or component of the Work.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:

1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
3. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

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.

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 modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action, informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled dates for installation.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will **not** be provided by Architect for Contractor's use in preparing submittals unless requested and Architect’s user agreement properly completed.

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 reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow 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 ten (10) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow ten (10) days for review of each resubmittal.
3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow fifteen (15) days for initial review of each submittal.

D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Name of subcontractor.
    f. Name of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Other necessary identification.

E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file 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. Include the following information on an inserted cover sheet:

a. Project name.
b. Date.
c. Name and address of Architect.
d. Name of Contractor.
e. Name of firm or entity that prepared submittal.
f. Name of subcontractor.
g. Name of supplier.
h. Name of manufacturer.
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. Related physical samples submitted directly.
m. Other necessary identification.

5. Include the following information as keywords in the electronic 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 the Architect.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Contractor.

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

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Indication of full or partial submittal.
j. Drawing number and detail references, as appropriate.
k. Transmittal number**,** numbered consecutively.
l. Submittal and transmittal distribution record.
m. Remarks.
n. Signature of transmitter.

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

J. 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 with approval notation from Architect's action stamp.

K. 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.

L. Use for Construction: Use only final submittals that are marked with approval notation from Architect'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 will return annotated file. Annotate and retain one (1) copy of file as an electronic Project record document file.

2. Certificates and Certifications Submittals: Provide a statement (attached) 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.

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.

3. Test and Inspection Reports Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

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 published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.

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. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8½ by 11 inches but no larger than 30 by 42 inches.

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 (1) 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 applicable 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.

E. Product Schedule: 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 indicated in the Contract Documents.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

F. 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.

G. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Architects and Owners, and other information specified.

H. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

I. Installer Certificates: Submit 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.

J. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

L. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

M. Material Test Reports: Submit 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.

N. Product Test Reports: Submit 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.

O. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

P. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

Q. Preconstruction Test Reports: Submit 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.

R. Compatibility Test Reports: Submit 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.

S. Field Test Reports: Submit reports 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.

T. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. 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:

1. Section 013200 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
2. Divisions 02 through 49 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.

C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

D. 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 specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. 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. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent 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 (2) 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.

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 Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.

B. Testing Agency Qualifications: 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. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. 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.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical 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.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

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

B. 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.

C. 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.

D. 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.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located 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 Specification Sections 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. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

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 329; 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. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. 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.

1.8 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 from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. 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.
2. 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.

3. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. 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 Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. 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.

F. 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.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. 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.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

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.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, 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 Architect, 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.

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 reference during normal working hours.

3.2 REPAIR AND PROTECTION

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

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible

as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

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

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

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.

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.

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 in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHA	American Hardboard Association (Now part of CPA)	
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700

AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122

BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000

FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578

MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070

NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NWWDA	National Wood Window and Door Association (Now WDMA)	
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(888) 225-7339 (415) 382-0662
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331

STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
TCA	Tile Council of America, Inc. (Now TCNA)	
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233

ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
UBC	Uniform Building Code (See ICC)	

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
SD	State Department www.state.gov	(202) 647-4000
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.wbdg.org/ccb	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on 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, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service 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.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.

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

C. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading. Unit must be large enough for regular job meetings, plan review areas, submittal storage and other job file and administrative functions.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Sheds to be metal box storage units or have wood floors raised above the ground.
2. 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.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. 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.

C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

D. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one (1) telephone line for each field office.

1. Provide additional telephone lines for the following:

a. Provide a dedicated telephone line for each facsimile machine in each field office.
b. Provide one (1) telephone line for Owner's use.

2. At each telephone, post a list of important telephone numbers.

a. Police and fire departments.
b. Ambulance service.
c. Contractor's home office.
d. Engineer's office.
e. Engineers' offices.
f. Owner's office.
g. Principal subcontractors' field and home offices.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.

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: Provide temporary parking areas for construction personnel.

D. 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 progress cleaning requirements in Section 017300 "Execution."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. The Contractor shall locate and mark the exact locations of the utilities or services and adequately protect them from damage during the work. In the event that any are

accidentally disturbed, the Contractor shall repair or replace such damage immediately and restore service as promptly as possible.

B. 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.

C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

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

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

F. 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.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

B. 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.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. 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; and comparable products.

B. Related Sections:

1. Section 012500 "Substitution Procedures" for requests for substitutions.
2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained 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. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. 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.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one (1) week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

    a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two (2) or more products for use on Project, select product 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 and vandalism. 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 determine compliance with the Contract Documents and to determine 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 foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. 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: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for 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 indicated form properly executed.
3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, 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. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one (1) of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one (1) of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one (1) of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one (1) of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one (1) of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one (1) of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require 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

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Installation of the Work.
2. Cutting and patching.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

B. Related Sections:

1. Section 013300 "Submittal Procedures" for submitting surveys.
2. Section 017700 "Closeout Procedures" for submitting Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. 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.

3. Other Construction Elements: Do not cut and patch other construction elements or 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
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction 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.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching 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 provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: 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, mechanical and electrical systems, 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; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility 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 caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

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. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, 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. Temporary Support: Provide temporary support of work to be cut.

C. 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.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching.

E. Existing Utility Services: Where existing services are required to be removed, relocated, or abandoned, bypass such systems before cutting to minimize interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. 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 practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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 minimize 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, prepare substrate and apply primer and intermediate paint coats appropriate for substrate 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.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. 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 waste materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

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: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

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.

3.6 STARTING AND ADJUSTING

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

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

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: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.7 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.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. 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:

1. Section 017300 "Execution" for progress cleaning of Project site.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.
5. Divisions 02 through 49 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.

1.5 MAINTENANCE MATERIAL SUBMITTALS

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

1.6 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with 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. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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

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 final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "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. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Secure and provide both temporary and final Certificate of Occupancy from the Building Official, meeting all local and state permit closeout requirements.

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

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

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization 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. Use **CSI Form 14.1A**.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

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

4. Submit list of incomplete items in the following format:

    a. PDF electronic file. Architect will return annotated file.

1.9 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 fifteen (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, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½-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.
4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

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.

PART 3 - EXECUTION

3.1 FINAL CLEANING

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

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated 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. Remove labels that are not permanent.
g. Leave Project clean and ready for occupancy.

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 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

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. 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. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Sections:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Divisions 02 through 49 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. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. Three (3) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two (2) copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least thirty (30) days before commencing demonstration and training. Architect 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 fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or modify each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

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."

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: 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 and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. 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 (1) 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 (1) system into a single binder.

E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-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 (2) 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 of the manual. 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 storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8½-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.
    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. Use designations for systems and equipment indicated on Contract Documents.
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.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
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 MANUALS

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 and drawing or schedule designation or identifier where applicable.

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

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

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

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

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

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 and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard 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 video recording, 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.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one (1) item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and

flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

END OF SECTION 017823

SECTION 017830 – WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. The Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 PROJECT WARRANTIES

A. Subcontractors shall provide a one (1) year Labor & Material warranty that all materials and equipment furnished shall be new and shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Any defects due to faulty workmanship or materials which appear during the first year shall be corrected by the subcontractor at no additional cost to the Owner. The Labor & Material warranty will be the responsibility of the subcontractor for a period of one (1) year from the date of Substantial Completion for that particular building area as the construction phases are completed.

B. For all major mechanical and electrical equipment the warranties and guarantees on these pieces of equipment will commence after the equipment has been put into permanent operating mode, equipment and components have been commissioned by the Commissioning Agent and accepted, and the operating and maintenance manuals have been submitted and approved. The manufacturer's recommended maintenance of these pieces of equipment will be the responsibility of the subcontractor for a period of one (1) year from the time warranties/guarantees commence or to the completion of the entire construction project, whichever is later.

C. Warranties on new roof areas shall commence from the date of Substantial Completion for that particular building area as the construction phases are completed. The completed roof areas shall be inspected by the roofing manufacturer for compliance with the manufacturer's warranty.

1. At the completion of the entire construction project, the roofing manufacturer is to provide a recertification for all roofs.

D. The warranties on all remaining building components will commence from the date of Substantial Completion for that particular building area as the construction phases are completed. If building components have been procured by the subcontractor and are being stored, either on site or in an approved off-site facility, the manufacturer's extended warranty will begin with first date of the initial phases' date of Substantial Completion. The warranty will be in effect while the materials are in storage. However, the aforementioned one (1) year Labor & Material warranty will commence at the date of each subsequent Substantial Completion for that particular building area.

1. Example – Door Hardware: If all door hardware has been procured for the entire project, the manufacturer's warranty will begin at the completion of the first phase that includes door hardware.

E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the subcontractor of the warranty on the Work that incorporates the products.

F. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

G. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

H. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The subcontractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

I. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Public Works on companies' standard form.

1.4 FORM OF PROJECT WARRANTIES

A. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½-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.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

B. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.5 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers and manufacturers, within ten (10) days after completion of the applicable item or work.

B. Verify that documents are in proper form, contain full information and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal per the Architect, at each phase completion.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017830

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Sections:

1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one (1) set(s) of marked-up record prints.

B. Record Specifications: Submit one (1) paper copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one (1) paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one (1) set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Paper copy.
3. Identification: As follows:

    a. Project name.
    b. Date.

c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy.

1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one (1) copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean,

dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs or video.

1. Comply with requirements specified in Section 013233 "Photographic Documentation."
2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable,

protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings".

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 028200 – SELECTIVE HAZARDOUS MATERIALS ABATEMENT DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Provide selective demolition to remove existing carpeting/multiple layers of flooring/wood/concrete and demolish ceilings/ walls/ floors/ doors/ millwork/ shelving/ countertops/ windows/ concrete/ mechanical systems/ ductwork/ roofing/ siding/ masonry/ stone/ brick/ foundations/ siding/ vegetation, etc. as necessary to access all asbestos/lead containing materials as specified herein, and as required for complete and proper abatement.

B. Provide selective demolition of interior ceilings, walls, floors, closets, door systems and millwork/cabinetry/non-moveable objects as required for complete and proper abatement. Provide demolition necessary to perform asbestos/hazardous materials abatement. Please note there are several layers of flooring and walls/ceiling, windows requiring demolition to access all asbestos containing materials, some of which are contaminated with asbestos and require disposal as such.

C. Required permits shall be obtained by the Contractor at no additional cost to the Owner.

D. Notes: Contractor is responsible for removing all asbestos/lead containing materials (behind walls, ceilings, windows, chases, doors, windows, concrete, under vegetation, etc.) in demolition areas/abatement areas as noted by the architect's and consultants specifications and drawings.

E. The contractor will be required to remove carpeting, wood floors, multiple layers of mixed flooring to gain access to the asbestos flooring and/or mastic in all areas. There are more than one layer of floor tile in some locations. All layers of floor tile, leveling materials, mastic, concrete, wood, thinset, sheet flooring, subflooring, etc. are included in the base work, no extra change will be accepted. Demolition or moving typical non-movable objects by the abatement contractor may be required to gain access to all flooring materials to be removed. MSD sheets for chemicals to be used during the project must be submitted to the owners' representative prior to site delivery.

F. The contractor will be required to remove all materials to access all asbestos containing materials for abatement and packaging for recycling/removal/abatement and disposal.

G. Related Sections:

1. Section 028213 – Asbestos Abatement
2. Section 028313 - Lead Paint Awareness
3. Section 028416 – Universal Waste Removal/Recycling
4. HM -01– Hazardous Materials Abatement Drawing – Andrew Avenue Elementary School
5. HM -02- Hazardous Materials Abatement Drawing – Hillside Intermediate School Third Floor

6. HM -03- Hazardous Materials Abatement Drawing – Hillside Intermediate School Second Floor
7. HM -04- Hazardous Materials Abatement Drawing – Hillside Intermediate School First Floor Building Addition Band Room Areas

1.2 PROJECT CONDITIONS

A . Occupancy:

1 Areas of the buildings in which demolition will occur will be unoccupied during work.

B. Existing Conditions:

1. After the project is begun, the Contractor is responsible for the condition of the structures to be selectively demolished.
2. Unforeseen Conditions: Should unforeseen conditions be encountered that affect design or function of project, investigate and fully submit an accurate, detailed, written report to the office of the Consultant. While awaiting a response, reschedule operations if necessary to avoid delay of overall project.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and sealed.

B. Insofar as is practicable, arrange operations to reveal unknown or concealed conditions for examination and verification before removal or demolition.

C. Verify actual conditions to determine, in advance, whether removal or demolition of any element will result in structural deficiency, overloading, failure, or unplanned collapse.

1. Demolish and remove connections to all electrical gas, and plumbing fixtures required to remove asbestos containing materials.
2. Remove multiple layers of flooring/wall/ceiling/non-movable materials over asbestos containing floor tile and adjacent to asbestos containing cove trim only if such removal will not disturb ACM flooring and cove trim as well as all other hazardous materials.

3.2 PREPARATION

A. Traffic: Do not obstruct walks or public ways without the written permission of governing authorities and of the Owner. Where routes are permitted to be closed, provide alternate routes if required.

B. Protection:

1. Provide for the protection of persons passing around or through the area of demolition.
2. Perform demolition so as to prevent damage to adjacent improvements and facilities to remain.
3. Protect walls, floors, and other new or existing work from damage during demolition operations.

C. Damages: Without cost to the Owner and without delay, repair any damage caused to facilities to remain.

3.3 POLLUTION CONTROLS

A. Control as much as practicable the spread of dust and dirt.

B. Observe environmental regulations.

C. Do not allow water usage resulting in freezing or flooding.

D. Do not allow adjacent improvements to remain to become soiled by demolition operations.

3.4 DEMOLITION - GENERAL

A. Remove: Items indicated to be removed shall be removed by the Contractor.

B. Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practical, and with the Owner's permission, the Contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.

C. Perform work in a systematic manner.

D. Demolish and remove existing construction only to the extent required, as indicated in the Contract Documents.

E. Perform selective demolition using methods that are least likely to damage work to remain and which will provide proper surfaces for patching.

F. Remove debris daily.

G. Use any methods permitted by governing regulations and the requirements of the Contract Documents.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. Promptly dispose of materials resulting from demolition operations. Non-contaminated material (materials not containing residue asbestos, lead, pcb or other hazardous, regulated or special waste) may be disposed of as construction waste. Do not allow materials to accumulate on site.

B. All rubbish and waste material from the Work shall be neatly stacked or kept in suitable containers and removed from the premises daily. The premises shall be kept clean and in an orderly condition at all times to the satisfaction of the Owner and the Consultant.

C. Transport materials resulting from demolition operations and legally dispose of off-site.

D. Off-site disposal location shall not be within one-half mile of any portion of the project site or within sight of the project site.

E. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

3.6 CLEANING

A. Throughout the construction period, the Contractor shall maintain the building and site free of rubbish, debris, surplus materials, and other items not required for the Work.

B. Remove such material from the site daily to prevent accumulations.

C. Remove all construction debris from work areas, and remove all hazardous waste and asbestos waste as required by the most current federal, state, and local regulations and the requirements of the specifications.

END OF SECTION 028200

SECTION 028213 – ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

B. Sections containing requirements related to this Section include, but are not limited to:

1. Section 028200 – Selective Hazardous Materials Abatement Demolition
2. Section 028313 - Lead Paint Awareness
3. Section 028416 – Universal Waste Removal/Recycling
4. HM -01– Hazardous Materials Abatement Drawing – Andrew Avenue Elementary School
5. HM -02- Hazardous Materials Abatement Drawing – Hillside Intermediate School Third Floor
6. HM -03- Hazardous Materials Abatement Drawing – Hillside Intermediate School Second Floor
7. HM -04- Hazardous Materials Abatement Drawing – Hillside Intermediate School First Floor Building Addition Band Room Areas

1.2 CONSULTANT

A. The Owner shall retain Langan for the purposes of project management and monitoring during Asbestos Abatement. The Consultant will represent the Owner in all phases of the abatement project at the discretion of the Owner. The Asbestos Abatement Contractor will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to approval of work areas, review of monitoring results, completion of the various segments of work, final completion of the abatement, submission of data, and daily field punch list items. The State of Connecticut licensed Asbestos Consultant — Project Designer is Matthew Myers (license no. 000058).

1.3 USE OF THE CONTRACT DOCUMENTS

A. It shall be incumbent upon the Contractor to visit the Site and determine what exists, its condition, and what will be required to accomplish the Work intended by the Contract Documents. No increase in the Contract Sum will be permitted as a result of the Contractor's failure to visit the Site and understand the existing conditions.

B. All work shall comply with the Contract Documents and with applicable Codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern.

C. It is not intended that the Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all material and labor necessary for the completion of the Work in accordance with the intent of the Specifications.

D. In case of ambiguity among the Contract documents, the more stringent requirement as determined by the Consultant shall prevail.

E. The Work of this Contract includes making modifications as necessary, subject to approval by Owner in consultation with the Consultant, to correct any conflicts.

F. All items, not specifically mentioned in the Specifications but implied by trade practices to complete the work, shall be included.

G. This specification and drawings cover the proper and legal removal and disposal of all asbestos-containing materials (ACM) and asbestos contaminated waste for the Naugatuck District Wide School Upgrade Project. The abatement activities shall comply with all aspects of the contract documents and Federal, State and local requirements.

H. Whenever there is a conflict or overlap within these specifications and between applicable codes and regulations, the most stringent provision specified shall apply.

1.4 EXAMINATION OF THE SITE

A. It is understood that the Contractor has examined the Site and made his own estimates of the facilities and difficulties attending the execution of the Work, and has based his price thereon.

B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing conditions at the Site.

1.5 CONTRACTOR QUALIFICATIONS

A. All bidders shall submit a record of prior experience in asbestos abatement projects, listing no less than three (3) completed jobs in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the project foremen and all on-site personnel. The information that should be included is as follows:

1. Project Name and Address
2. Owner's Name and Address
3. Architect/Consultant
4. Contract Amount
5. Date of Completion
6. Extras and Changes

B. The Contractor selected must appear on the approved list of Asbestos Abatement contractors on file at the State of Connecticut Department of Public Health (CTDPH) and hold a valid license for asbestos abatement within the State of Connecticut.

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

D. The Contractor shall be responsible for obtaining all necessary or required permits from the Federal, State and local agencies having jurisdiction over this asbestos abatement project.

Failure on behalf of the Contractor to obtain these permits shall not result in any extension for the timely results of completion of the work set forth in the Contract. The Contractor shall be responsible and shall be required to pay any administrative penalties imposed on the owner for actions taken or lack thereof by the Contractor.

E. Work includes any and all selective demolition and protective measures required to access and remove ACM and maintain a safe working environment.

F. Upon completion of asbestos removal, the contractor shall provide completed, signed and notarized statements indicating that all asbestos-containing materials identified in the scope of work and project description (Section 1.8 and 1.9) were properly removed and disposed of in accordance with applicable Federal, State, and local regulations.

G. All contractors submitting a bid for this work shall visit the work site, attend a pre-bid meeting and walk-through, to be scheduled by the Owner, and be familiar with the work in its entirety. The contractors pre-meeting attendance and bid submission affirms his/her acceptance of the work, site, and building conditions as is.

H. The contractor shall be responsible for paying the utility bills for the use of power and water (unless owner agrees to supply at no cost to contractor). However, if any such temporary facilities cannot be provided, it shall be the contractor's responsibility to provide all temporary connections and hook-ups as well as obtaining permits and paying all fees for making such services available for his work as is necessary. If necessary, the Contractor shall provide temporary services as specified herein, and as required or as necessary to carry out the work. This may include such items as portable generators, water tank trucks, pumps and necessary accessories or the means and equipment and services necessary to temporarily connect to and maintain such services from adjacent utility systems. The use of portable generators will require 24 hour a day, 7 day a week continuous operation if negative air machines in containments are powered by them. This continuous operation must remain in place from the time the pre-abatement visual is completed up until clearance re-occupancy sampling results have passed. The contractor will pay the owner a $2,500 fine should the power found to not be running the negative air machines in active abatement containments. This fine will apply daily and the contractor is also responsible for paying all CTDPH penalties that may be imposed on the contractor and owner.

I. All Contractor personnel involved with asbestos removal work must be thoroughly familiar with the standard operating procedures of the Contractor for removal work as well as all applicable Federal and State regulations governing asbestos removal work.

J. The Supervisor and Asbestos Abatement workers shall be accredited in accordance with EPA regulation 40 CFR Part 763, subpart E, Appendix C; and CTDPH regulations as outlined in Section 19a-332a-1 through 19a-332a-16 (Standards for Asbestos Abatement), and Section 20-440-1 through 20-440-9 and 20-441 (Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Consulting Services).

K. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the work. Any discrepancies noted shall be brought to the attention of the Owner and Engineer prior to

bidding the project. No claims for extras shall be made during construction/abatement/ demolition.

L. Work includes necessary selective demolition and protective measures required to access and remove ACM and maintain a safe working environment. Asbestos containing materials that would be impacted by selective demolition of wall, ceiling and floor cavities shall be performed within negative pressure enclosure.

M. It is the sole responsibility of the Contractor to determine what, if any patents are applicable to the Project. The Contractor will pay all royalties and/or license fees, and will defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Asbestos Safety Control Monitor, Design Sub-Consultant, and Construction Manager harmless from loss, including attorney's fees, on account thereof.

N. The Contractor shall coordinate with the Consultant and maintain the project schedule.

O. The abatement contractor shall hold and document daily pre-abatement safety tool box meeting to review safe work practices and emergency communication program for the project. The abatement contractor's supervisor and the consultant's project monitor must also ensure that proper fire extinguishing equipment is present. The supervisor shall be knowledgeable in use of fire extinguishing equipment, and emergency exit plans.

1.6 TESTING LABORATORY SERVICES

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

1.7 ADDITIONAL GENERAL REQUIREMENTS

A. The Asbestos Abatement Contractor shall employ a competent Asbestos Abatement Supervisor with at least three (3) years' experience on projects of similar scope and magnitude who shall be responsible for all work involving asbestos abatement as described in the specifications and defined in applicable regulations, and have full time daily supervision of the same. The Supervisor shall be the competent person as defined by OSHA regulations.

B. The Contractor shall allow the work of this contract to be inspected if required by local, state, federal, and any other authorities having jurisdiction over such work. The Contractor shall immediately notify the Owner and Consultant and shall maintain written evidence of such inspection for review by the Owner and Consultant.

C. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.

D. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of to who issued,

and shall cause them to be displayed to the Owner and Consultant for verification and recording.

1.8 SCOPE OF WORK

A. This specification and drawings HM -01, HM – 02 HM – 03 and HM – 04 cover the proper and legal removal and disposal of all asbestos-containing materials (ACM) and asbestos contaminated waste from the Andrew Avenue Elementary and possibly Hillside Intermediate Schools located in Naugatuck, Connecticut. Additional work could also include Hop Brook Elementary, City Hill Middle and Maple Hill Elementary Schools. The abatement activities shall comply with all aspects of the contract documents and Federal, State and local requirements. There is interior and exterior, friable/non-friable asbestos containing materials (miscellaneous materials) identified on the site. Lead based paint as defined by OSHA was identified in the areas of work. Universal wastes are located in the areas of work.

1.9 PROJECT DESCRIPTION

A. The sites are functional public schools that include Andrew Avenue Elementary, Hillside Intermediate, Hop Brook Elementary, City Hill Middle and Maple Hill Elementary Schools..

B. The base bid includes the removal and disposal of all asbestos containing materials as identified herein, and on the architects drawings by workers meeting requirements of OSHA 1926.1101 for Class 1 and 2 work. The base bid will include the cost for removal and disposal of asbestos containing sink undercoating materials and flooring materials at Andrew Avenue School and light backing paper insulation at Hillside School. The alternate bids include adding the removal and disposal of pipe fitting insulation and ceiling tiles, including decontamination of the ceiling tile grid support system and associated lighting/ductwork/diffusers/returns/etc located at and above suspended ceiling height at Hillside School. Work includes filing and permitting all necessary applications, notifications, requirements and fees; insurance; necessary design services; providing skilled, licensed and certified labor; materials; and equipment necessary for proper preparation, handling, removal and legal disposal of all asbestos-containing materials and asbestos contaminated waste from the subject building in accordance with all requirements of applicable Federal, State and local regulations, these specifications and the contract drawings. The following materials and amounts are included in the base bid and alternate work.

Base Bid Work

Material	Location	Estimated Quantity of ACM to be abated
Andrew Avenue Elementary School Sink Undercoating Includes Demolition of Cabinetry, Millwork, Doors, Closets, Piping Disconnects, etc.	Classrooms 1 - 14	Approximately 14 Sinks
Andrew Avenue Elementary School Flooring Materials – Multiple Layers of Floor Tiles/Mastic, Wood, Levelers, Patching and other Flooring Materials (All layers/materials disposed of as contaminated. Work includes flooring underneath non-moveable objects to be demolished) Includes Demolition of Cabinetry, Millwork, Doors, Closets, etc.	Classrooms 1 - 14	Approximately Five Rows of Tiles along Closet/Sink Walls Approximately 125 – 150 Square Feet Per Classroom Some classrooms may not have asbestos containing mastic associated with the flooring or older flooring materials beneath non-moveable objects to be removed and each will be evaluated prior to containment set up. Abatement work will be deducted from contract if containment not required (room by room basis) **Contractor must submit price on a per room basis to be deducted from contract if containment is not required for abatement (would be abatement of sink only) – See Unit Pricing**

Material	Location	Estimated Quantity of ACM to be abated
Hillside Intermediate School Light Backing Paper Insulation	31A Toilet Room and Rooms Associated in Building Addition - Band Room Areas	Multiple Lights – Approximately 10 Square Feet

Alternate Work

Material	Location	Estimated Quantity of ACM to be abated
Add Alternate #5 – Hillside Intermediate School Ceiling Tiles, including decontamination of the ceiling tile grid support system and associated lighting/ductwork/diffusers/returns/etc located at and above suspended ceiling height.	Throughout Third and Second Floors	All – Approximately 22,000 Square Feet
Add Alternate #6 – Hillside Intermediate School Ceiling Tiles, including decontamination of the ceiling tile grid support system and associated lighting/ductwork/diffusers/returns/etc located at and above suspended ceiling height.	Throughout Building Addition - First Floor Corridors Adjacent Band Room Areas	All – Approximately 2,000 Square Feet

Material	Location	Estimated Quantity of ACM to be abated
Add Alternate #7 – Hillside Intermediate School Pipe/Fitting/Roof Drain Insulation above suspended ceiling tiles – includes re-insulation as well Includes removal of contaminated adjacent fiberglass pipe insulation	Throughout Third and Second Floors - Main Building and Band Room Areas and Adjacent Corridors in Building Addition	All – Approximately 175 fittings

C. Additional materials as discovered outside of those listed will be covered by unit prices if all is not listed as the quantity. Quantities are estimates only and should be verified by the Contractor. Some of the work will be performed in multiple mobilizations at different periods of time in conjunction with other trades (i.e., other trades work, demolition work, etc.). MSD sheets for chemicals to be used during the project must be submitted to the Owner's Representative prior to site delivery. The contractor is responsible for providing temporary water, power, and heat as needed at the Site. Temporary lighting within the work areas must be connected to Ground Fault Circuit Interrupter (GFCI) Power Panels installed by a State of Connecticut licensed electrician and located outside of the work areas. The contractor shall be responsible for paying for the use of power and water. It shall also be the contractor's responsibility to provide all fixed and temporary connections and hook-ups as well as obtaining permits and paying all fees for making such services available for his work as is necessary. The Contractor shall provide services as specified herein, and as required or as necessary to carry out the work. This will include such items as temporary hard line installation, portable generators for short term work, water tank trucks, pumps and necessary accessories or the means and equipment and services necessary to temporarily connect to and maintain such services from adjacent utility systems. The contractor is responsible for contacting all utility services and getting power connections from the electrical lines located on or adjacent to the properties. All power and water must be supplied 24 hours a day throughout the abatement project. CTDPH will be notified immediately if active containments do not have sufficient negative pressure throughout the abatement process until acceptable reoccupancy air results are received. The use of portable generators will require 24 hour a day, 7 day a week continuous operation if negative air machines in containments are powered by them. This continuous operation must remain in place from the time the pre-abatement visual is completed up until clearance re-occupancy sampling results have passed. The contractor will pay the owner a $2,500 fine should the power found to not be running the negative air machines in active abatement containments. This fine will apply daily and the contractor is also responsible for paying all CTDPH penalties that may be imposed on the contractor and owner.

D. The general/abatement contractors shall only use heavy equipment operators that have proper asbestos and/or hazwoper training when disturbing/removing/moving and packing asbestos, lead and PCB containing materials. Acceptable training for asbestos can be 32 hour asbestos worker training or 16 hour asbestos operations and maintenance training with annual refresher training. 40 hour hazwoper training and annual refresher training is required for operators handling lead and/or PCB containing/contaminated materials. All operators must also have

current medicals, fit test data and wear respirators during work. Respirator usage can be suspended if personal air sampling shows appropriate air concentrations complying with OSHA for asbestos containing materials.

E. The Owner shall retain a Consultant for the purposes of project management and monitoring during Asbestos Abatement. The Consultant will represent the Owner in all phases of the abatement project at the discretion of the Owner. The Asbestos Abatement Contractor will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to approval of work areas, review of monitoring results, completion of the various segments of work, final completion of the abatement, submission of data, and daily field punch list items. The State of Connecticut licensed Asbestos Consultant — Project Designer is Matthew Myers (license no. 000058).

1.10 DEFINITIONS

A. The following definitions relative to asbestos abatement apply:

1. Abatement - Procedures to control fiber release from asbestos-containing materials; includes removal, encapsulation, and enclosure.
2. Air Monitoring - The process of measuring the fiber concentration of an area or of a person.
3. Amended Water - Water to which a surfactant has been added.
4. Asbestos - The name given to a number of naturally occurring fibrous silicates. This includes the serpentine forms and the amphiboles and includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, or any of these forms, which have been chemically altered.
5. Asbestos Felt - a product made by saturating felted asbestos with asphalt or other suitable bindery, such as a synthetic elastomer.
6. Asbestos Fibers - Those particles with a length greater than five (5) microns and a length to diameter ratio of 3:1 or greater.
7. Asbestos Work Area - a regulated area as defined by OSHA 29 CFR 1926.1101 where asbestos abatement operations are performed which is isolated by physical barriers to prevent the spread of asbestos dust, fibers, or debris. The regulated area shall comply with requirements of regulated area for demarcation, access, respirators, prohibited activities, competent persons and exposure assessments and monitoring.
8. Asphalt Shingles, Composition Shingles or Strip Slates: (Pitched Roof Shingle) - a roofing material manufactured by saturating a dry felt with asphalt then coating the saturated felt with a harder asphalt mixed with a fine mineral, glass fiber, asbestos or organic stabilizer. All or part of the weather side may be covered with mineral granules, or with powdered talc or mica.
9. Base Flashing (roof) - the flashing provided by upturned edges of a water tight membrane on a roof. May contain metal and associated waterproofing material or combination of roofing felts and waterproofing at the joint between a roofing surface and a vertical surface such as a wall or parapet. Also base flashing may be present at perimeter of completely flat roof.
10. Built-Up Roofing (Composition Roofing, Felt and Gravel Roofing, Gravel Roofing) - a continuous roof covering made up of laminations or plies of saturated or coated roofing felts, alternated with layers of asphalt or coal-tar pitch and surfaced with gravel, paint or finish coat.

11. Caulking - resilient mastic compound often having a silicone bituminous or rubber base; used to seal cracks, fill joints, and prevent leakage. Typical applications: around windows, and doors. Caulking is at joints between two dissimilar materials. (i.e. masonry to wood, masonry to steel)
12. Clean Room - An uncontaminated area or room, which is a part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.
13. Clearance Sampling - Final air sampling performed aggressively after the completion of the abatement project in a regulated area.
    Air samples collected by the air sampling professional having a fiber concentration of less than 0.01 fibers/cc of air in each of five (5) samples collected inside the containment will denote acceptable clearance sampling by Phase Contrast Microscopy.
    or
    Five air samples collected inside the containment by the air sampling professional having an average asbestos concentration of less than 70 structures per square millimeter of air will denote acceptable clearance sampling for Transmission Electron Microscopy.
14. Competent Person - As defined by 29 CFR 1926.1101, a representative of the Abatement Contractor who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure. Who has authority to take prompt corrective measures to eliminate such hazards during asbestos removal. Competent person shall be properly trained in accordance with EPA's Model Accreditation Plan.
15. Curtained Doorway - A device to allow ingress and egress from one area to another while permitting minimal air movement between the areas. Two curtained doorways spaced a minimum of six feet apart can form an airlock.
16. Damp Proofing - application of a water impervious material to surface such as wall to prevent penetration of moisture, typically at foundation or below grade surface.
17. Decontamination Enclosure System - A series of connected areas, with curtained doorways between any two adjacent areas, for the decontamination of workers and equipment. A decontamination enclosure system always contains at least one airlock and is adjacent and connected to the regulated area, where possible.
18. Encapsulant - A liquid material which can be applied to asbestos-containing materials which controls the possible release of asbestos fibers from the materials either by creating a membrane over the surface (bridging encapsulant) or penetrating the material and binding its components together (penetrating encapsulant).
19. Equipment Room - Any contaminated area or a room that is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.
20. Fixed Object - Unit of equipment or furniture in the work areas that cannot be removed from the work area.
21. Friable Asbestos Materials - Any material that contains more than 1% asbestos by weight, that can be crumbled, pulverized or reduced to powder by hand pressure.
22. Glazing Compound - any compound used to hold window glass in place, also referred to as putty, or glazier's putty, is not field applied, usually installed during manufacture of windows.
23. Hepa Filter - High Efficiency Particulate Air (HEPA) filter in compliance with ANSI Z9.2-1979.
24. Hepa Vacuum Equipment - Vacuum equipment equipped with an I IEPA filter system for filtering the effluent air from the unit.

25. Movable Object - Unit of equipment of furniture in the work area that can be removed from the work area.
26. Negative Air Pressure Equipment - A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas) and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
27. NESHAPS - National Emissions Standard for Hazardous Air Pollutants regulations enforced by the EPA.
28. Permissible Exposure Level (PEL) - The maximum airborne concentration of asbestos fibers to which an employee is allowed to be exposed. The new level established by OSHA 29 CFR 1926.1101 is 0.1 fibers per cubic centimeter of air as an eight (8) hour time weighted average and 1.0 fibers /cc averaged over a sampling period of 30 minutes as an Excursion Limit. The Contractor is responsible for maintaining work areas in a manner that this standard is not exceeded.
29. Project Monitor - A professional capable of conducting air monitoring and analysis of schemes. This individual should be an industrial hygienist, an environmental scientist, or an engineer with experience in asbestos air monitoring and worker protection equipment and procedures. This individual should have demonstrated proficiency in conducting air sample collection in accordance with 29 CFR 1910.1001 and 29 CFR 1926.1101.
30. Regulated Area - An area established by the employer to demarcate where Class I, II, and III asbestos work is conducted and any adjoining area where debris and waste from such asbestos work accumulate, and a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility that they may exceed the PEL.
31. Shower Room - A room between the clean room and the equipment room in the work decontamination enclosure with hot and cold running water and suitably arranged for employee showering during decontamination. The shower room is located in an airlock between the contaminated area and the clean area.
32. Waterproofing - material, usually a membrane or applied compound (tar/mastic), used to make a surface impervious to water, includes concealed conditions (applications around doors, windows, and in wall cavities). Sometimes combined with felts.

1.11 SUBMITTALS

A. Pre-Work Submittals: Within 7 days prior to the pre-construction conference, the Contractor shall submit 3 copies of the documents listed below to the Owner and Engineer for review:

1. Valid Contractor's Asbestos Removal license issued by the Connecticut Department of Public Health (CTDPH).
2. Certificate of insurance covering work of this Contract.
3. Name, experience of supervisors, and copies of valid Asbestos Supervisor permits issued by the CTDPH.
4. Citations/Violations/Legal Proceedings: Submit a statement describing:

    a. Any citations, violations, criminal charges, or legal proceedings undertaken or issued within the past two years by any law enforcement, regulatory agency, or consultant concerning performance on previous abatement contracts. Briefly describe the circumstances citing the Project and involved persons and agencies as well as the outcome of any actions.

b. Any litigation or arbitration proceedings arising out of performance on past Projects.

5. Work Schedule:

   a. Show the complete sequence of abatement activities and the sequencing of Work within each building section.
   b. Show the dates for the beginning and completion of each major element of Work including substantial completion dates for each Work Area, building, or phase.
   c. Show projected percentage of completion for each item, as of the first day of each month.
   d. Show final inspection dates.

6. Project Notifications: As required by Federal, State, and local regulatory agencies together with proof of transmittal (i.e. certified mail return receipt). The contractor shall notify the Connecticut Department of Public Health at least ten (10) days prior to the start of asbestos abatement, as required by the Regulations of Connecticut State Agencies, Section 19a-332a-3.
7. Abatement Work Plan: The Contractor shall design, prepare and submit to the Authority for review and approval, a detailed asbestos removal plan for the project in accordance with the applicable regulations and these specifications. The plan shall, at minimum, show limits of containment and work areas, methods of removal, location of decontamination units, number and location of negative air units, waste routes, waste storage location, entrance and exits, emergency exits, and any necessary details. Work shall not commence until the Authority has reviewed, commented and approved the Contractor's asbestos removal plan. Provide plans which clearly indicate the following:

   a. All Work Areas/containment numbered sequentially.
   b. Locations and types of all decontamination enclosures.
   c. Entrances and exits to the Work Areas/containment.
   d. Type of abatement activity/technique for each Work Area/containment.
   e. Number and location of negative air units and exhaust. Also provide calculations for determining number of negative air pressure units.
   f. Proposed location and construction of storage facilities and field office.
   g. Location of water and electrical connections to building services.
   h. Waste transport routes through the building to the waste storage container.

   i. Contingency plan.

8. Name, location, and applicable licenses for primary and secondary landfill for disposal of asbestos-containing material and asbestos contaminated waste.
9. Summary of proposed materials, and equipment to be used.
10. Certification that vacuums, temporary ventilation equipment, and other equipment to be used meet the ANSI 29.2-79 requirement for airborne fiber filtration.
11. If rental equipment is to be used in work area or to transport asbestos contaminated waste, provide notice to rental agency stating intended use of equipment, with copy to the Authority.
12. Summary of the Contractor's workforce by disciplines. Include a notarized statement signed by the Contractor documenting that all proposed workers, by name, have received

all required medical examinations and have been properly trained and certified in asbestos removal work, respirator use, to appropriate EPA and OSHA standards for asbestos removal. Include on statement Contractor's compliance with OSHA medical surveillance requirements.

13. The Contractor shall submit his/her Health and Safety Plan and Standard Operating Procedures for this project for use in complying with the requirements of these Specifications and applicable regulations. The Plan shall include, but shall not be limited to: distribution and use of amended water, the sequencing of asbestos work, detailed schedules and dates, shift times, and work activities during that shift, the interface of other trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the Site, security of the work areas, and a detailed description of the methods to be employed to control airborne fiber concentrations.
14. Written description of emergency procedures to be followed in case of injury or fire. This section must also include evacuation procedures, sources of medical assistance and procedures for access by medical personnel.
15. Level of respiratory protection intended for each operation for the project.

B. Project Closeout Submittals: Submit the following to Owner and Consultant at the close out of the Project (no later than 15 days subsequent to site demobilization):

1. Originals of all waste disposal manifests, seals, and disposal logs.
2. OSHA compliance air monitoring records conducted during the Work.
3. Daily progress log.

    a. A list of all Workers used in the performance of the Project, including name, social security number, and CTDPH certification number.
    b. For each Worker used in the performance of the Project, submit required employee statements including Medical Examination Statement, Worker's Acknowledgment Statement, Respirator Fit Test, and Employee Training Statement.
    c. Certification for the laboratory that analyzed the OSHA personnel air samples.
    d. A notarized “Release of Liens” in a form acceptable to the owner. Such notarized release of liens shall certify that all sub-Contractors, labor suppliers, etc. have been paid their pro rate share of all payments to date for the project, that the Contractor has no basis for further claims, and will not make further claims for payment in any account after the first payment is made to him.

1.12 MEDICAL REQUIREMENTS

A. Prior to potential exposure to airborne asbestos fibers, provide workers with a comprehensive medical examination as required by 29 CFR 1910.1001, and 29 CFR 1926.1101.

1. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.
2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within thirty (30) calendar days before or after the termination of employment in such occupations.

B. As required by 29 CFR 1910.1001, and 29 CFR 1926.1101 maintain complete and accurate records of employees' medical examinations for a period of thirty (30) years after termination

of employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of Labor for Occupational Safety and Health, the Director of the National Institute for Occupational Safety and Health (NIOSH), authorized representatives of either of them, and an employee's physician upon the request of the employee or former employee.

C. The Contractor shall furnish the Owner evidence of its firm's medical surveillance program required under 29 CFR 1910.1001, and 29 CFR 1926.1101.

1.13 REGULATIONS AND STANDARDS

Regulatory compliance includes but is not necessarily limited to applicable requirements set forth by:

A. Federal Regulations:

1. 29 CFR 1910 and 1926 – Construction and General Industry Standards
2. 29 CFR 1910.1001, "Asbestos" (OSHA)
3. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
4. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
5. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
6. 29 CFR 1910.146, "Permit Required Confined Spaces" (OSHA)
7. 29 CFR 1926, "Construction Industry" (OSHA)
8. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
9. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
10. 40 CFR 61, Subpart A, "General Provisions" (EPA)
11. 40 CFR 61, Subpart M, "National Emission Standards for Hazardous Air Pollutants (NESHAP)" (EPA)
12. 40 CFR 763 Subpart E, "Asbestos in Schools Regulations" (EPA)
13. 49 CFR 171-172, Transportation Standards (DOT)

B. Connecticut Regulations:

State requirements which govern asbestos abatement work and hauling and disposal of asbestos waste materials include but are not necessarily limited to the following:

1. Connecticut Department of Environmental Protection (Solid Waste Management Regulations).
2. Connecticut Department of Public Health (CT-DPH) regulations outlined in Section 19a-332a-1 through 19a-332a-16 "Standards for Asbestos Abatement"
3. CT-DPH regulations outlined in Section 20-440-1 through 20-440-9 and 20-441 "Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Consulting Services"
4. Connecticut Department of Labor (CT-DOL)
5. Connecticut Department of Transportation (DOT)

C. Local Regulations:

Local agencies which may govern or have certain requirements regarding asbestos abatement work or hauling and disposal of asbestos waste materials include but are not necessarily limited to the following:

1. Building Department
2. Health Department
3. Fire Department

D. Standards and Guidance Documents:

1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
4. EPA 530-SW-85-007, Asbestos Waste Management Guidance

1.14 EXEMPTIONS

A. Any deviations from these specifications require the written approval and authorization from the Owner and Consultant.

B. Any modifications from the standard work practices identified in the CTDPH Standards for Asbestos Abatement, Sections 19a-332a-1 to 19a-332a-16, Sections 20-440-1 to 20440-9, Section 20-441 and Section 19a-332e-1 to 19a-332e-2, must be requested in writing, and approved in writing from the CTDPH.

1.15 FINAL AIR CLEARANCE

A. Following the completion of the encapsulation phase of the work, the Consultant shall collect final air clearance samples inside the work area per AHERA regulation 40 CFR Part 763, if necessary and in compliance with CTDPH regulations. The Owner of the facility shall be responsible for payment of the sampling and analysis of the initial final air clearance samples only. The Contractor shall be responsible for payment of all costs associated with the collection and analysis of additional final air clearance samples if the first set of samples fail to satisfy the clearance criteria.

1.16 NOTIFICATIONS, POSTINGS, SUBMITTALS, AND PERMITS

A. The Contractor shall make the following notifications, and provide the submittals to the following agencies prior to the commencement of removal work. This notification is required ten (10) calendar days prior to the start of the abatement project:

1. Connecticut Department of Energy and Environmental Protection Health Services and Solid Waste Management Unit
   79 Elm St.
   Hartford, CT 06106
   (Only if asbestos waste is disposed of in Connecticut)

2. Connecticut Department of Public Health
   410 Capital Avenue MS #51 AIR
   P.O. Box 340308
   Hartford, CT 06134

B. The minimum information included in the notification to these agencies includes:

1. Name and address of building Owner/Operator
2. Building location
3. Building size, age, and use
4. Amount of friable asbestos
5. Work schedule, including proposed start and completion date
6. Asbestos removal procedures to be used
7. Name and location of disposal site for generated asbestos waste, residue, and debris
8. If landfill opens in Connecticut to accept ACM waste, Consultant will notify CTDEEP prior to utilizing said landfill.

1.17 WORK SITE SAFETY PLAN

A. The Contractor shall establish a set of emergency procedures and shall post them in a conspicuous place at the work site. The safety plan should include provisions for the following:

1. Evacuation of injured workers.
2. Emergency and fire exit routes from all work areas.
3. Emergency first aid treatment
4. Local telephone numbers for emergency services including ambulance, fire, and police.
5. A method to notify occupants of the building in the event of a fire or other emergency requiring evacuation of the building.

B. The Contractor is responsible for training all workers in these procedures.

1.18 INDEPENDENT AIR SAMPLING AND ASBESTOS ABATEMENT MONITORING

A. This section describes independent air sampling work being performed on behalf of the Owner. This work is not in the Contract Sum. This section describes air monitoring carried out by the Owner's Consultant to verify that the building beyond the work area and the outside environment remains uncontaminated. (Personal air monitoring required by OSHA is work to be performed by the Contractor and is within the Contract Sum.)

B. The purpose of the Owner's Consultant's air monitoring is to detect faults in the work are isolation such as:

1. Contamination of the building outside of the work area by airborne asbestos fibers
2. Failure of filtration or rupture in the differential pressure system
3. Contamination of air outside the building envelope by airborne asbestos fibers.

Should any of the above occur the Contractor shall immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Consultant.

C. The Owner's Consultant will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations, which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

D. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Consultant will sample and analyze air in accordance with clearance air sampling requirements.

E. The Owner's Consultant will perform on-site monitoring throughout the course of the project, as follows:

1. All work procedures shall be continuously monitored by the Consultant to assure that areas outside the designated work locations in the buildings will not be contaminated.
2. Prior to work on any given day, the Contractor's designated "competent person" shall discuss the day's work schedule with the Consultant to evaluate job tasks with respect to safety procedures and requirements specified to prevent contamination of the building or the employees. This includes a visual survey of the work area and the decontamination of the building or the employees. This includes a visual survey of the work area and the decontamination enclosure systems.

1.19 CONTRACTOR’S AIR SAMPLING RESPONSIBILITY

A. The Contractor shall independently retain an air sampling professional to monitor airborne asbestos concentrations in the workers' breathing zone and to establish conditions and work procedures for maintaining compliance with OSHA Regulations 29 CFR 1910.1001 and 1926.1101.

B. The Contractor's air sampling professional shall document all air sampling results and provide a report to the Consultant within 48 hours after sample collection.

C. All air sampling shall be conducted in accordance with methods described in OSHA Standards 29 CFR 1910.1001 and 1926.1101 and the OSHA Respiratory Protection Standard 29 CFR 1910.134.

D. A minimum of 20% of all workers in each working category (i.e., gross removal, final clearance, etc.) must be monitored each day of asbestos removal activities.

E. Phase Contrast Microscopy may be used to analyze personal air samples. The Contractor shall arrange and pay for all costs of the testing. Laboratories used shall be currently enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program or an equivalent recognized program.

1.20 PROPER WORKER PROTECTION

A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

B. All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, February 3, 1994.

C. The Contractor is required to be certified and accredited as required by the State of Connecticut Department of Health Services.

D. In accordance with 29 CFR 1926, all workers shall receive a training course covering the dangers inherent in handling asbestos, the dangers of breathing asbestos dust, proper work procedures, and proper worker protective measures. This course must include but is not limited to the following:

1. Methods of recognizing asbestos
2. Health effects associated with asbestos
3. Relationship between smoking and asbestos in producing lung cancer
4. Nature of operations that could result in exposure to asbestos
5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:

    a. Engineering controls
    b. Work Practices
    c. Respirators
    d. Housekeeping procedures
    e. Hygiene facilities
    f. Protective clothing
    g. Decontamination procedures
    h. Emergency procedures
    i. Waste disposal procedures

6. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
7. Appropriate work practices for the work
8. Requirements of medical surveillance program
9. Review of 29 CFR 1926
10. Pressure Differential Systems
11. Work practices including hands on or on-job training
12. Personal Decontamination procedures
13. Air monitoring, personal and area

E. The Contractor shall provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 Yee or greater for an 8 hour Time Weighted Average. In the absence of specific airborne fiber data provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall, at a minimum, meet OSHA requirements as set forth in 29 CFR 1926 In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

F. Submit the following to the Consultant for review. The Contractor shall not start work until these submittals are returned with Consultant action stamp indicating that they are approved.

1. Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, February 3, 1994.
2. Submit evidence that the Contractor is certified to perform asbestos abatement work by the State of Connecticut Department of Health services.
3. Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
4. Submit documents verifying that each worker has had a medical examination within the last 12 months as part of compliance with OSHA medical surveillance requirements. Submit, at a minimum, for each worker the following:

    a. Name and Social Security Number
    b. Physicians Written Opinion from examining physician including at a minimum the following:

5. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
6. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
7. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
8. Copy of information that was provided to physician in compliance with 29 CFR 1926
9. Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
10. Effective June 4, 2000, submit copies of certificates for the site supervisor and the workers issued by CTDPH.

G. Submit certification signed by an officer of the abatement-contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

H. The Contractor shall maintain control of and be responsible for access to all work areas to ensure the following requirements:

1. Non-essential personnel are prohibited from entering the area
2. All authorized personnel entering the work area shall read the "Worker Protection Procedures" which are posted at the entry points to the enclosure system, and shall be equipped with properly fitted respirators and protective clothing
3. All personnel who are exiting from the decontamination enclosure system shall be properly decontaminated
4. Asbestos waste that is taken out of the work area must be properly bagged and labeled in accordance with these specifications. The surface of the bags shall be decontaminated. Asbestos leaving the enclosure system must be immediately transported off-site or immediately placed in locked, posted temporary storage on-site, and removed within 24 hours of the project conclusion.

5. Any material, equipment, or supplies that are brought out of the decontamination enclosure system shall be cleaned and decontaminated by wet cleaning and/or HEPA vacuuming of all surfaces.

1.21 ALTERNATE WORK PRACTICES

A. The Contractor and/or Consultant may obtain services of a CTDPH certified asbestos project designer and submit application for variances to the CTDPH, as applicable for any alterations, modifications or non-conforming methods intended of asbestos removal. Methods requiring variances include but are not necessarily limited to glove-bagging, use of tent procedures, remote decons, etc. The alternative procedures shall be submitted in writing and hand delivered or post marked at least ten (10) days before the project start date. CT-DPH may approve an alternative procedure for an asbestos abatement project with certain conditions that would provide equivalent or a greater measure of asbestos emission control than the conventional work practices. The alternate work practice request form shall be signed and sealed by a Licensed Designer. Any fees associated with the application shall be paid by the Contractor. All alternative work practices must be approved and accepted by Langan's project designer regardless if they have been approved by CTDPH.

1.22 POST-PROJECT CLOSEOUT

A. The Contractor shall provide all required documentation as required by this specification once his/her work is complete, final clearances passed and asbestos waste disposed of. This should include but not be limited to: bound copy of the daily log containing log of daily work activities, all supervisor and worker certificates of training and Connecticut licenses, certificates of insurance, daily sign in sheets, containment entry/exit logs, copy of recording manometer charts, waste shipment records, personal air monitoring laboratory reports and chain-of-custody documentation, and project completion certificate. Final payment shall not be made to the Contractor until all required documentation is submitted and verified.

PART 2 - PRODUCTS

NOT USED.

2.1 MATERIALS

A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.

B. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

C. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to the job site with factory label indicating 4 or 6 mil.

D. Polyethylene disposable bags shall be six (6) mil with pertinent pre-printed label. Tie wraps for bags shall be plastic, five (5) inches long (minimum), pointed and looped to secure filled plastic bags.

E. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

F. Surfactant (wetting agent), shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one (1) ounce surfactant to five (5) gallons of water or as directed by manufacturer.

G. Removal encapsulant shall be non-flammable factory prepared penetrating chemical encapsulant found acceptable to Consultant. Usage shall be in accordance with manufacturer's printed technical data.

H. The Contractor shall have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.

I. Impermeable containers are to be used to received and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. The containers shall be labeled in accordance with OSHA Standard 29 CFR 1926.1101. Containers must be both air and watertight.

J. Labels and signs, as required by OSHA Standard 29 CFR 1926.1101, will be used.

K. Encapsulant shall be bridging or penetrating type which has been found acceptable to the Consultant. Usage shall be in accordance with manufacturer's printed technical data.

L. HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where asbestos-containing materials may be disturbed.

2.2 TOOLS AND EQUIPMENT

A. The Contractor shall provide all tools and equipment necessary for asbestos removal, encapsulation and enclosure.

B. The Contractor's air monitoring professional shall have air-monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.

C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape and air filters.

D. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and electrical power sources (such as generators). Any electrical connection work

affecting the building electrical power system shall be performed by a State of Connecticut licensed electrician.

E. The Contractor shall have available shower stalls and plumbing to support same to include sufficient hose length and drain system or an acceptable alternate.

F. Exhaust air filtration system units shall contain HEPA filter(s) capable of sufficient air exhaust to create negative pressure of -0.02 inches of water within enclosure with respect to outside area. Equipment shall be checked for proper operation by smoke tubes or differential pressure gauge before the start of each shift and at least twice during the shift. Adequate exhaust air shall be provided for a minimum of four (4) air changes per hour within the enclosure. No air movement system or air filtering equipment shall discharge unfiltered air outside.

G. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 micrometers in diameter or larger.

H. The Contractor will have reserve units so that the station system will operate continuously

2.3 RESPIRATORY PROTECTION

A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. Fit-test records shall be maintained on-site for each employee.

C. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations. The Contractor shall use supplied air respirator for confined space requirements. PAPR's are the minimal respiratory protection required for all thermal system insulation and surfacing asbestos abatement.

D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.

E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.

F. A storage area for respirators shall be provided by the Contractor in the clean room side of the personnel decontamination enclosure where they will be kept in a clean environment.

G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the Work day. Filters will be removed and discarded during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes difficult.

H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.

I. Any authorized visitor, worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the project site and not be permitted to return.

J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on-site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

K. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit-testing.

2.4 PROTECTIVE CLOTHING

A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.

B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.

C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.

D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

PART 3 - EXECUTION

3.1 PRE-ABATEMENT MEETING

A. At least one week prior to the start of work a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Sub-Contractors. The assigned Contractor Site Supervisor is also required to attend this meeting.

B. The Contractor shall present a detailed project schedule and project submittals at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.

C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

3.2 WORK AREA PREPARATION

A. Where necessary, shut down electrical power, including receptacles and light fixtures. Under no circumstances during the decontamination procedures will lighting fixtures be permitted to be operating when the spraying of amended water may contact the fixture. Provide GFCI devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Connecticut licensed electrician.

B. Shut down and/or isolate heating, cooling, and ventilation air systems or zones to prevent contamination and fiber dispersal to other areas of the structure. During the work, vents within the work area shall be "criticalled" with duct tape and polyethylene sheeting.

C. The Contractor shall be responsible for removing furniture from the work areas. The Contractor shall pre-clean moveable objects within the proposed work areas using HEPA vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from work areas to a temporary location. For example, cabinets to gain access to floor tile and associated mastic.

D. Seal off all openings, including, but not limited to, windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetration of the work areas, with polyethylene sheeting a minimum of six (6) mils thick, sealed with duct tape. This includes doorways and corridors that will not be used for passage during work areas and occupied areas.

E. Pre-clean fixed objects within the work areas, using HEPA vacuum equipment and/or wet cleaning methods as appropriate, and enclose with a minimum six (6) mil plastic sheeting sealed with duct tape.

F. Clean the proposed work areas using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

G. After HEPA vacuum cleaning, cover fixed walls with two (2) layers of four (4) mil polyethylene sheeting to the floor level. Where fixed walls are not used, two layers of six (6) mil polyethylene sheeting will be applied to a rigid framework of wood, metal, or PVC. Where floor tile/mastic is not being abated, cover the floor with two (2) layers of six-mil polyethylene sheeting. All overlaps shall be sealed with tape or spray adhesive.

H. Maintain emergency and fire exits from the work areas, or establish alternate exits satisfactory to fire officials.

I. Clean and remove ceiling mounted objects, such as lights and other items not sealed off, which interfere with asbestos abatement. Use hand-held amended water spraying or HEPA vacuuming equipment during fixture removal to reduce settled fiber dispersal.

J. Create pressure differential between work areas and uncontaminated areas by the use of acceptable negative air pressure equipment sufficient to provide four (4) air changes per hour and create negative pressure of -0.02 inches of water within enclosure with respect to outside area as measured on a water gauge.

3.3 DECONTAMINATION SYSTEM

A. The following requirements shall be followed for the worker decontamination unit:

1. At all asbestos abatement projects, work areas shall be equipped with decontamination facilities consisting of: a clean room, a shower room, and an equipment room attached to each containment.
2. The decontamination enclosure system chambers shall be constructed to meet the criteria of the Specification. The decontamination enclosure shall be installed watertight to prevent water leaks. The interior shall be lined with two layers of 6-mil fire-retardant plastic sheeting, with a minimum overlap of 16 inches at seams and sealed (airtight) by tape and adhesive. The interior floor shall be sheathed with (2) layers of reinforced fire retardant plastic sheeting with a minimum overlap on the wall of sixteen (16) inches. The contractor shall ensure compliance with local building codes and other regulations governing temporary structures.
3. Curtained Doorways: Three overlapping sheets of 6-mil polyethylene shall be placed over a framed doorway and secured along the top of the doorway. Secure the vertical edge of the outer sheets along one vertical side of the doorway and the vertical edge of the center sheet along the opposite vertical side of the doorway. The sheets shall be weighted so that they close quickly after being released.
4. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

    a. Clean Room: In this room, persons remove and leave all street clothes and put on clean disposable coveralls. Approved respiratory protection equipment is stored in this area. The floor of the clean room must be kept dry at all times. At the end of each shift, the room must be cleaned using wet rags. Also, a lockable door may be installed. No asbestos-containing materials are allowed in this room. The clean room shall be equipped with suitable hooks, lockers, shelves, etc. for workers to store personal articles and clothing. THIS IS NOT A CONTAMINATED AREA.
    b. Shower Room: Provide a completely watertight operational shower to be used by cleanly dressed workers heading for the Work area from the clean room or for showering workers headed out of the Work Area after dressing in the Equipment Room. Shower must be constructed so that water leakage is minimized. The shower shall have one shower per six full shift abatement people, calculated on the basis of the largest shift. Any leaking water must be cleaned immediately. Showers must be equipped with hot and cold running water, soap and sufficient disposable towels for the number of workers at the job site. Arrange water shut off and drain pump operation controls, so that a single individual can shower without assistance from either inside or outside the Work Area. THIS IS A CONTAMINATED AREA.

        Pump wastewater into a polyethylene lined 55-gallon drum located in the Work Area to be added to the asbestos waste. If the water is allowed by the work treatment workers to be pumped into a drain, provide 20 micron and 5 micron waste water filters in line to drain. Change filters at a minimum of once a day. Locate filters inside the shower unit, so that the shower pan catches the water lost during filter change.
    c. Equipment Room: Work equipment, footwear, and all other contaminated work clothing are to be left here upon exiting Work Area. A walk-off pan filled with

water shall be located in the work area just outside the equipment room for workers to clean foot coverings while exiting the work area. This is a change and transit area for workers. Provide a drop cloth layer of sheet plastic on the floor of the Equipment Room for every shift change. Roll drop cloth layer in upon itself at the end of each shift and dispose of as contaminated waste. THIS IS A CONTAMINATED AREA.

Each room shall be separated from the other and from the work area by airlocks such as will prevent the free passage of air or asbestos fibers and shall be accessible through doorways protected with three (3) overlapping 6 mil polyethylene sheets which shall be weighed, so as to fall into place when people pass through the area. The shower room shall be contiguous to the clean room and equipment room. All personnel entering or leaving the work area shall pass through the shower room. The number of showers provided shall satisfy the requirements of OSHA 29 CFR 1910.141. Hot and cold water shall be supplied to the showers. The equipment room (dirty room) shall be situated between the shower room and the work area and separated from both by means of suitable barriers or overlapping flaps such as will prevent the free passage of air or asbestos fibers.

Decontamination chamber doors shall be of sufficient height and width to enable replacement of equipment, which may fall, and to safely stretcher or carry an injured worker from the Site without destruction of the chamber or unnecessary risk to the integrity of the work area. Such doors must be at least four (4) feet wide, and the distance between sets of doors must be at least four (4) feet.

5. No person or equipment shall leave the asbestos abatement project work area unless first decontaminated by showering, wet washing or HEPA vacuuming to remove all asbestos debris. No asbestos contaminated materials or persons shall enter the clean room.
6. Where feasible, decontamination systems shall abut the work area. In situations where it is not possible, due to unusual conditions, to establish decontamination systems contiguous to the work area, personnel shall be directed to remove visible asbestos debris from their persons by HEPA-filtered vacuuming prior to donning clean disposable coveralls while still in the work area, and proceeding directly to a remote decontamination system to shower and change clothes to follow work area exit procedures.
7. In specific situations where the asbestos contractor determines that it is not feasible to establish a contiguous decontamination system at a work site, the asbestos contractor shall utilize a remote decontamination system if approved by Langan. Such systems must be operated in conformance with 29 CFR 1926.1101, Appendix F.

B. Remote Decontamination Facility:

For exterior work on the roof, glove bag or tent procedures, when full containment enclosure is not feasible, the Contractor shall provide remote personnel decontamination enclosure system if approved by the Consultant - Langan.

C. Occupied areas and/or building space not within the work areas shall be separated from asbestos abatement work areas by means of airtight barriers.

D. Construct the decontamination system with wood or metal framing, 3/8" sheathing and cover both sides with a double layer of six (6) mil polyethylene sheeting, spray glued or taped at the joints. Caulk joints watertight at floor, walls, and ceiling.

E. The Contractor and the Consultant shall visually inspect barrier several times daily to assure effective seal and the Contractor shall repair defects immediately

F. Waste/Equipment Decontamination Enclosure System:
This system is located adjacent to the work area. The equipment decontamination enclosure system, consisting of two totally enclosed spaces, shall be constructed as follows:

1. Equipment Washroom: An equipment washroom shall have two air locks: one adjacent to the work area and one common air lock which separate it from the holding area. The washroom shall have facilities for washing material containers and equipment. Gross removal of dust and debris from contaminated material containers and equipment shall be accomplished in the work area, prior to moving to the washroom.
2. Holding Area: A holding area shall share a common air lock with the equipment washroom and shall have a curtained doorway to outside areas. A hinged, lockable door shall be placed at the holding area entrance to prevent unauthorized access into the work area.
3. Remote Decontamination Facility: For exterior work on the roof, glove bag or tent procedures, when full containment enclosure is not required, the Contractor shall provide remote Waste/Equipment decontamination enclosure system as specified.

3.4 ABATEMENT REMOVAL PROCEDURES

A. Regulatory compliance will include, but is not necessarily limited to, applicable requirements set forth by the Federal Environmental Protection Agency (EPA), Connecticut Departments of Public Health (CTDPH), Connecticut Department of Environmental Protection, and Naugatuck Health and Building Departments.

B. The following procedures shall be followed while performing the abatement activities:

1. No asbestos abatement work, including preparation, shall be performed or continued without having proper notification and a certified supervisor at the work area. The Contractor shall have a designated "competent person" on the job at all times to ensure establishment of a proper enclosure system and proper work practices throughout the project.
2. Abatement work will not commence until authorized by the Consultant.
3. Provide and display danger signs at every entrance to the work areas in clearly visible locations indicating that asbestos removal work is being conducted and unauthorized and not protected persons should not enter.
Signs must use the following legend:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHINGS
ARE REQUIRED IN THIS AREA

Signs shall be posted which meet the specifications set forth in 29 CFR 1926.1101 at all approaches to the work area. Signs shall be posted a sufficient distance from the work area to permit a person to read the sign and take precautionary measures to avoid exposure to asbestos.

4. The worker decontamination enclosure system shall be installed or constructed prior to plasticizing the work area or before disturbing ACM. The waste decontamination enclosure system shall be installed or constructed prior to commencement of gross removal work.
5. All asbestos handlers shall wear disposable suits, including gloves, hood and footwear, and appropriate respiratory equipment, after removing street clothes in the clean room.
6. Abatement of asbestos-containing materials shall be done by wet methods only.
7. ACM shall be sprayed with amended water in sufficient frequency and quantity for enhanced penetration. Sufficient time shall be allowed for penetration to occur prior to removal action or other disturbance-taking place. Dry removal of asbestos materials is prohibited.
8. In order to maintain indoor asbestos concentrations to the minimum, the wet asbestos must be removed in manageable sections. Material drop shall not exceed eight (8) feet. For heights up to 15 feet, provide inclined chutes or scaffolding to intercept drop.
9. Remove asbestos containing materials as appropriate by standard methods. Fill disposal containers as removal proceeds; seal filled containers and clean containers before removal to equipment decontamination system. Wet clean each container thoroughly, double bag and apply caution label. Ensure that workers do not exit the work area thorough the equipment decontamination enclosure.
10. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped, and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work, the surfaces being cleaned shall be kept wet.
11. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris. During cleanup, utilize brooms, rubber dustpan, and rubber squeegees to minimize damage to floor covering.
12. Retrieve all free water in contaminated areas and place in plastic lined leak-tight drums.
13. Sealed disposal containers, and all equipment used in the work area, shall be included in the cleanup and shall be removed from work areas via the equipment decontamination enclosure at an appropriate time in the cleaning sequence. All asbestos waste in 6-mil polyethylene disposal bags shall be double bagged in the equipment decontamination enclosure before removal from the Site.
14. At any time during asbestos removal, should the Consultant suspect contamination of areas outside the work area(s), he shall cause all abatement work to stop until the Contractor takes steps to decontaminate these areas and eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections certify decontamination.
15. After completion of the initial final cleaning procedure including removal of the inner layers of polyethylene sheeting, but prior to encapsulation, a pre-sealant inspection shall be conducted by the Consultant. The pre-sealant inspection shall verify that ACM and residual dust has been removed from the work area.
16. After the work area has been inspected by the Engineer and rendered free of visible debris, a thin coat of a pigmented (non-transparent) encapsulating agent shall be applied

to all surfaces in the work area from which ACM was removed, to lockdown nonviable fibers.

17. Removal of asbestos containing materials shall be done under negative pressure containment. All OSHA Class I, Class III, and interior Class II asbestos abatement projects shall employ HEPA negative air pressure equipment ventilation. The negative air pressure equipment shall operate continuously, twenty-four (24) hours a day, from startup of negative air pressure equipment, through the cleanup operations. A negative air pressure, relative to areas outside of the enclosure, shall be maintained at all times in the regulated abatement work area during the asbestos abatement project to ensure that contaminated air in the regulated abatement work area does not escape back to an uncontaminated area. A manometer shall be used to document the pressure differential for all OSHA Class I Large and Small size asbestos project regulated abatement work areas. A minimum of –0.02 column inches of water pressure differential, relative to pressure outside the regulated abatement work area, shall be maintained within the regulated abatement work area, as evidenced by manometric measurements.

3.5 CONSULTANT

A. The Owner has retained Langan Engineering (Langan) as the Hazardous Materials Consultant for the purpose of project design, construction administration, and project monitoring during Asbestos Abatement. Mr. Matthew Myers (License #000058) of Langan is the DPH-approved Asbestos Project Designer for this project. The Consultant will represent the Owner in all tasks of the abatement project at the discretion of the Owner. The Asbestos Abatement Contractor will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to approval of work areas, review of monitoring results, completion of the various segments of work, final completion of the abatement, submission of data, and daily field punch list items.

3.6 CONSULTANT'S RESPONSIBILITIES

A. Air sampling shall be conducted by the Consultant to ascertain the integrity of controls that protect the building from asbestos contamination. Independently, the Contractor shall monitor air quality within the work area to ascertain the protection of employees and to comply with OSHA regulations.

B. The Consultant's air sampling professional shall collect and analyze air samples during two time periods:

1. Abatement Period: If required, the Consultant's project monitor shall collect samples on a daily basis during the work period. A sufficient number of area samples shall be taken outside of the work area, at the exhaust of the negative pressure system, and outside of the building to judge the degree of cleanliness or contamination of the building during removal. Additional samples may be taken inside the work area and decontamination enclosure system, at the discretion of the project monitor.
2. Post-Abatement Period: If required, the Consultant's project monitor shall conduct air sampling following the final cleanup phase of the project, once the "no visible residue" criterion, as established by the project monitor, has been met. Five (5) samples shall be collected inside the work area utilizing aggressive methods to comply with the State of Connecticut Department of Public Health Standards for Asbestos Abatement, sections

19a-332a-12, and 19a-332a-13. Analysis of the samples to determine airborne concentrations of asbestos shall be conducted by Transmission Electron Microscopy (TEM) method with an average limit of 70.0 structures per square millimeter of filter surface or by Phase Contrast Microscopy (PCM) with a limit of 0.01 fibers per cubic centimeters of air in accordance with the above Connecticut regulation sections.

C. The Consultant's project monitor shall provide continual evaluation of the air quality of the building during removal, using his/her best professional judgment in respect to the State of Connecticut Department of Public Health guideline of 0.010 fibers/cc and the background air quality established during the pre-abatement period.

D. If the project monitor determines that the building air quality has become contaminated from the project, he/she shall immediately inform the Contractor to cease all removal operations and implement a work stoppage clean up procedure. The Contractor shall conduct a thorough cleanup of the areas of the building designated by the Consultant. No further removal work can take place until the project monitor has assessed that the building air has been decontaminated.

E. Pre-abatement and abatement air samples shall be collected as required to obtain a volume of 1,200 liters. Samples shall be analyzed by Phase Contrast Microscopy (PCM) methodology using the NIOSH 7400 protocol.

3.7 CONSULTANT'S INSPECTION RESPONSIBILITIES

A. The Consultant shall conduct inspection throughout the progress of the abatement project. Inspections shall be conducted in order to document the progress of the abatement work as well as the procedures and practices employed by the abatement Contractor.

B. The Consultant shall perform the following inspections during the course of abatement activities:

1. Pre-commencement Inspection: Pre-commencement inspections shall be performed at the time requested by the abatement Contractor. The Consultant shall be informed 12 hours prior to the time the inspection is needed. If, during the course of the pre-commencement inspection, deficiencies are found, the Contractor shall perform the necessary adjustments in order to obtain compliance.
2. Work Area Inspections: Work area inspections shall be conducted on a daily basis at the discretion of the Consultant. During the course of the work inspections, the Consultant shall observe the Contractor's removal procedures, verify barrier integrity, monitor negative air filtration devices, assess project progress, and inform the abatement Contractor of specific remedial activities if deficiencies are noted.
3. Pre-sealant Inspection: The Consultant, upon the request of the abatement Contractor, shall conduct a pre-sealant inspection. The Consultant shall be informed 12 hours prior the time that the inspection is needed. The pre-sealant inspection shall be conducted after completion of the initial cleaning procedures, but prior to encapsulation. The pre-sealant inspection shall verify that all ACM and residual debris have been removed from the work area. If, during the course of the pre-sealant inspection, the Consultant identifies residual dust or debris, the Contractor shall comply with the request of the Consultant in order to render the area "dust free."

4. Final Visual Inspection: The Consultant, upon request of the abatement Contractor, shall conduct a final visual inspection. Following the removal of the inner layer of polyethylene sheeting and prior to final air clearance, the Consultant shall conduct a final visual inspection inside the work area. If residual dust or debris is identified during the course of the final inspection, the Contractor shall comply with the request of the Consultant in order to render the area "dust free."

3.8 CLEARANCE AIR TESTING

A. After the visual inspection is completed and all surfaces in the abatement area have dried, final air clearance sampling shall be performed by the Consultant. Aggressive air monitoring will be used. Selection of location and samples shall be the responsibility of the Consultant. Air monitoring volumes shall be sufficient to provide a detection limit of 0.010 f/cm' using NIOSH-approved method for PCM analysis. For air clearance by Transmission Electron Microscopy, air-monitoring volumes shall be sufficient to provide a detection limit of 0.005 f/cm3 using the AHERA Level II Yamate Method.

B. Areas which do not comply with the Standard for Cleaning for Initial Clearance shall continue to be cleaned by and at the Contractor's expense until the specified Standard of Cleaning is achieved as evidenced by results of air testing as previously specified.

3.9 ASBESTOS WASTE DISPOSAL

A. The Contractor shall package, label, and remove all asbestos waste from the work area in accordance with Connecticut DEEP regulations, all other applicable regulations, and as specified below. Packaging shall be accomplished in a manner that minimizes waste volume, but insures waste containers shall not tear or break. All waste shall be transported in leak tight containers.

B. Asbestos wastes may include building materials, insulation, disposable clothing and protective equipment, plastic sheeting and tape, exhaust systems or vacuum filters, contractor equipment, or other materials designated by state or local authorities which have been potentially contaminated with asbestos and have not been fully cleaned.

C. Waste Labeling

1. Warning labels, having waterproof print and permanent adhesive in compliance with OSHA, EPA and CTDEEP/DOT requirements, shall be affixed to or printed on the sides of all waste bags or transfer containers. Warning labels shall be conspicuous and legible, and contain the following words:

   DANGER
   CONTAINS ASBESTOS FIBERS
   AVOID CREATING DUST
   CANCER AND LUNG DISEASE HAZARD

2. In compliance with NESHAP, 40 CFR, Part 61.150, all waste containers or bags shall be labeled with the following generator information:

a. Name of waste generator
b. Location of where waste was generated

D. Wetting of Waste: A fine water spray shall be used to keep the top layers of waste in containers thoroughly wet at all times. When a waste bag is full, air within the bags shall be evacuated with a HEPA equipped vacuum and be securely sealed with tape or other secure fastener.

E. Use and Decontamination of Fiber Drums: The Contractor's use and decontamination of fiber drums shall be in accordance with CTDPH, EPA and DOT requirements. The drums shall be lined with a minimum of two layers of 6-mil asbestos waste bags. The waste will be appropriately labeled and sealed. The drums shall be sealed with an airtight lid and shall be decontaminated and/or additionally bagged if the drums are filled inside the containment and visible debris/contamination is observed on the exterior of the drums. All waste shall be labeled as previously described. The drums and waste will be re-containerized should their integrity be compromised and/or liquid is visibly passing through or staining the container.

F. Waste Container Storage: The container used for the storage of bagged contaminated waste shall be an enclosed dumpster. The dumpster shall have a solid metal roof and a solid metal door with padlock. At a minimum, line the cargo area with two layers of a 6-mil polyethylene sheeting to prevent contamination from damaged or leaking containers. Floor sheeting shall be installed first and shall extend up the sidewalls 24 inches minimum. Wall sheeting shall be overlapped and taped securely into place. No un-bagged contaminated waste or non-asbestos waste shall be stored in these dumpsters. Ensure that bags placed in dumpsters are undamaged. Warning signs shall be posted on the dumpster in accordance with Sections 29 CFR 1926.1101 of the OSHA regulations.

G. Waste Removal Scheduling: All waste containers shall be decontaminated and removed from the Site before final cleanup is started and isolation barriers are taken down.

H. Waste Transportation and Disposal

1. It is the responsibility of the Contractor to determine and insure that the Contractor and his/her subcontractor are complying with: 1) current waste handling regulations; and 2) the current regulations for transporting and disposing waste at the ultimate disposal landfill. The Contractor must comply fully with these regulations, and with all U.S. Department of Transportation, State, local, and EPA requirements.
2. The Contractor's waste hauler and disposal contractor shall maintain a valid hazardous waste transporter's permit and identification number; and obtain complete, and fully comply with any other local hazardous waste manifesting requirements.
3. Exercise care before and during transport to ensure that no unauthorized persons have access to the containerized ACW.
4. Do not transport ACW on open trucks. Treat and dispose of drums that have been contaminated as asbestos-containing waste.
5. A copy of ACW manifest forms shall be sent to the Owner after each disposal is completed and all required data and signatures have been inserted.
6. The Contractor shall return the original Disposal Certificate (landfill receipt) to the Owner within 10 working days of waste shipment from the Site.

END OF SECTION 028213

SECTION 028313 – LEAD PAINT AWARENESS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Refer to all drawings and/or other Sections of these specifications to determine the type and extent of work therein affecting the work of this Section, whether or not such work is specifically mentioned herein.

C. Sections containing requirements related to this Section include, but are not limited to:

1. Section 028200 – Selective Hazardous Materials Abatement Demolition
2. Section 028213 – Asbestos Abatement
3. Section 028416 – Universal Waste Removal/Recycling
4. HM -01– Hazardous Materials Abatement Drawing – Andrew Avenue Elementary School
5. HM -02- Hazardous Materials Abatement Drawing – Hillside Intermediate School Third Floor
6. HM -03- Hazardous Materials Abatement Drawing – Hillside Intermediate School Second Floor
7. HM -04- Hazardous Materials Abatement Drawing – Hillside Intermediate School First Floor Building Addition Band Room Areas

1.2 SUMMARY OF WORK

A. Work of this Section includes, requirements for worker protection and waste disposal related to the renovation/demolition work involving components and surfaces containing lead for the Naugatuck District Wide School Upgrade Project. All materials should be considered to contain some amount of lead.

B. The procedures referenced herein shall be utilized during required renovation/demolition work specified elsewhere in the Architect's Specification that might impact lead.

C. The removal, painting or other renovations/demolition impacting lead based paint may result in dust and debris exposing workers to levels of lead above the OSHA Action Level. Worker protection, training, and engineering controls referenced herein shall be strictly adhered to, until completion of exposure assessment with results indicating exposures below the "Action Level". This section does not involve lead abatement, but identified worker protection requirements for trades involved in the renovation/demolition and disposal procedures if lead is involved in the waste stream.

1.3 DEFINITIONS

A. The following definitions relative to lead paint as used in this Section are offered:

1. Action Level (AL): The allowable employee exposure, without regard to use of respiratory protection, to an airborne concentration of lead over an eight (8) hour time weighted average (TWA), as defined by OSHA. The current action level is thirty micrograms per cubic meter of air (30 ug/m^3).
2. Area Monitoring: The sampling of lead concentrations, which is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
3. Biological Monitoring: The analysis of a person's blood and/or urine, to determine the level of lead concentration in the body.
4. Change Room: An area provided with separate facilities for clean protective work clothing and equipment and for street clothes, which prevents cross-contamination.
5. Competent Person: A person employed by the Contractor who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions, and who has authorization to take prompt corrective measures to eliminate them as defined by OSHA.
6. Exposure Assessment: An assessment conducted by an employer to determine if any employee may be exposed to lead at or above the action level.
7. "High Efficiency Particulate Air" (HEPA): A type of filtering system capable of filtering out particles of 0.3 microns diameter from a body of air at 99.97% efficiency or greater.
8. Lead: Refers to metallic lead, inorganic lead compounds and organic lead soaps. Excluded from this definition are other organic lead compounds.
9. Lead Work Area: An area enclosed in a manner to prevent the spread of lead dust, paint chips, or debris resulting from lead-containing paint disturbance.
10. Lead Paint: Refers to paints, glazes and other surface coverings containing a toxic level of lead.
11. Permissible Exposure Limit (PEL): The maximum allowable limit of exposure to an airborne concentration of lead over an eight (8) hour time weighted average (TWA), as defined by OSHA. The current PEL is fifty micrograms per cubic meter of air (50 ug/m^3). Extended workdays lower the PEL by the formula: PEL equals 400 divided by the number of hours of work.
12. Personal Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1926.62 and 29 CFR 1910.1025. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a sphere with a radius of 18 inches and centered at the nose or mouth of an employee.
13. Resource Conservation Recovery Act (RCRA): RCRA establishes regulatory levels of hazardous chemicals. There are eight (8) heavy metals of concern for disposal: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. Six (6) of the metals are typically found in paints, excluding selenium and silver.
14. Toxic Level Of Lead: A level of lead, when present in dried paint or plaster, contains more than 0.50% lead by dry weight as measured by atomic absorption spectrophotometry (AAS) or 1.0 mg/cm' as measured by on-site testing utilizing an x-ray fluorescence analyzer. (Term is specific to State of CT regulations and HUD guidelines only)
15. Toxicity Characteristic Leachate Procedure (TCLP): The U.S. Environmental Protection Agency (USEPA) required sample preparation and analysis for determining the hazard characteristics of a waste material.

1.4 REGULATIONS AND STANDARDS

A. The following regulations, standards, and ordinances of federal, state, and local agencies are applicable and made a part of this specification by reference:

1. American National Standards Institute (ANSI) ANSI 288.2 - 1980 Respiratory Protection
2. Code of Federal Regulation (CFR)

a. 29 CFR 1910.134 - Respiratory Protection
b. 29 CFR 1910.1025 - Lead
c. 29 CFR 1926.62 - Lead in Construction Interim Final Rule
d. 29 CFR 1910.1200 - Hazard Communication
e. 29 CFR 1926.59 - Hazard Communication in Construction
f. 29 CFR 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists
g. 29 CFR 1926.57 - Ventilation
h. 40 CFR 260 - Hazardous Waste Management Systems: General

i. 40 CFR 261 - Identification and Listing of Hazardous Waste
ii. 40 CFR 262 - Generators of Hazardous Waste
iii. 40 CFR 263 - Transporters of Hazardous Waste
iv. 40 CFR 264 - Owner and Operators of Hazardous Waste Treatment, Storage, and
v. Disposal Facilities

i. 40 CFR 265 - Interim Statutes for Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
j. 40 CFR 268 - Lead Disposal Restrictions
k. 40 CFR 172 - Hazardous Materials Tables and Communication Regulations
l. 40 CFR 178 - Shipping Container Specifications
m. 40 CFR 270 and 124 - Hazardous Waste Permits

3. Underwriters Laboratories, Inc. (UL) UL586 - 1990 High Efficiency Particulate Air Filter Units

1.5 QUALITY ASSURANCE

A. Hazard Communication Program
The Contractor shall establish and implement a Hazard Communication Program as required by 29 CFR 1926.59.

B. Compliance Plan (Site Specific)
The contractor shall establish a written compliance plan, which is specific to the project site, to include the following:

1. A description of work activity involving lead including equipment used, material included, controls in place, crew size, employee job responsibilities, operating procedures, and maintenance practices.
2. Methods of engineering controls to be used to control lead exposure.
3. The proposed technology the Contractor will implement in meeting the PEL.

4. Air monitoring data documenting the source of lead emissions.
5. A detailed schedule for implementing the program, including documentation of appropriate supply of equipment, etc.
6. Proposed work practice which establishes proper protective work clothing, housekeeping methods, hygiene facilities, and practices.
7. Worker rotation schedule, if proposed, to reduce TWA.
8 A description of methods for informing workers of potential lead exposure.

C. Hazardous Waste Management

The Contractor shall establish a Hazardous Waste Management Plan, which shall comply with applicable regulations and address the following:

1. Identification of hazardous wastes
2. Estimated quantity of waste to be disposed of
3. Names and qualifications of each sub-contractor that will be transporting, storing, treating, and disposing of wastes
4. Disposal facility location and 24 hour point of contact
5. Establish EPA state hazardous waste and identification numbers if applicable
6. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes
7. List of waste handling equipment to be used in performing the work to include cleaning, volume reduction, if applicable, and transport equipment
8. Qualifications of laboratory to be utilized for TCLP sampling and analysis
9. Spill prevention, containment, and cleanup contingency measures
10. Work plan and schedule for waste containment, removal, treatment, and disposal

D. Medical Examinations

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

E. Training

1. The Contractor shall ensure that workers are trained to perform lead paint disturbing activities and disposal operations prior to the start of work in accordance with 29 CFR 1926.62.

F. Respiratory Protection Program

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

1.6 SUBMITTALS

A. The Contractor shall submit to the Owner the following submittals prior to start of work:

1. Copies of medical records for each employee to be used on the project, including results of biological monitoring and a notarized statement by the examining physician that such an examination took place.
2. Copies of workers' training certificates.
3. Submit record of successful respirator fit testing performed by a qualified individual within the previous six (6) months, for each employee to be used on this project with the employee's name and social security number with each record.
4. The name and address of Contractor's blood lead testing lab, OSHA-CDC listing, and Certification in the State of Connecticut.
5. The name and address of Contractor's personal air monitoring and waste disposal lead testing laboratory/ies.
6. Name, address, and ID number of the hazardous waste hauler, waste transfer route, and proposed disposal site.

B. The Contractor shall submit to the Owner the following submittals during the job:

1. Results from personal air samples.
2. Medicals, certificates, and fit test 24 hours in advance of any new employee starting on the project.

C. The Contractor shall submit to the Owner the following submittals upon completion of the work:

1. Copies of manifests and receipts acknowledging disposal of all hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative.

1.7 PERSONAL PROTECTION

A. Exposure Assessment

1. The Contractor shall determine if any worker will be exposed to lead at or above the action level.
2. The exposure assessment shall identify the level of exposure a worker would be subjected to without respiratory protection.
3. The exposure assessment shall be achieved by obtaining personal monitoring samples representative of a full shift at least (8-hour TWA).
4. During the period of the exposure assessment, the Contractor shall institute the following procedures for protection of workers.

    a. Protective clothing shall be utilized
    b. Respiratory protection
    c. Change areas shall be provided
    d. Hand washing facilities and shower
    e. Biological monitoring
    f. Training of workers

B. Respiratory Protection

1. The Contractor shall furnish appropriate respirators approved by NIOSH/MSHA for use in atmospheres containing lead dust.
2. Respirators shall comply with the requirements of 29 CFR 1926.62.
3. Workers shall be instructed in all aspects of respiratory protection.
4. The Contractor shall have an adequate supply of HEPA filter elements and spare parts on site for all types of respirators in use.
5. The following minimum respirator protection for use during paint removal or demolition of components and surfaces with lead paint shall be the 1/2 mask air purifying respirator with high efficiency filters for exposures (not in excess of 500 ug/m^3 or 10 x PEL).

C. Protective Clothing

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

1.8 PERSONAL MONITORING

A. General: The Contractor is required to perform the personal air sampling activities during lead paint disturbing work. The results of such sampling shall be posted, provided to individual workers and submitted to the Owner as described herein.

B. Sampling: Samples shall be taken for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken every day after the first day if working conditions remain unchanged, but must be taken every time there is a change in removal operations, either in terms of the location or the type of work. Sampling will be used to determine eight-hour Time-weighted averages (TWA). The Contractor is responsible for personal sampling as outlined in OSHA Standard 29 CFR 1926.62 and 29 CFR 1910.1025.

C. Sampling Results: Air sampling results shall be reported to individual workers in written form no more than forty-eight (48) hours after the completion of a sampling cycle. The reporting document shall list each sample's result, sampling time and date, personnel monitored and their social security numbers, flow rate, sample duration, sample yield, cassette size, and analysts'

name and company, and shall include an interpretation of the results. Air sample analysis results will be reported in micrograms/cubic meter (µg/m').

D. Testing Laboratory: The Contractor's testing lab shall be participating in AIHA's Environmental Lead Laboratory Accreditation Program (ELLAP). The Contractor shall submit to the Consultant for review and acceptance, the name and address of the laboratory, certification(s) of AIHA participation, a listing of relevant experience in air lead analysis, and presentation of a documented Quality Assurance and Quality Control Program.

PART 2 - PRODUCTS

2.1 GENERAL

A. Any substitution in materials, equipment, or methods to those specified shall be approved by the Owner prior to use. Any requests for substitution shall be provided in writing to the Owner. The request shall clearly state the rationale for the substitution.

B. Submit to the Owner product data of all materials and equipment and samples of all materials to be considered as an alternate.

C. Product data shall consist of manufacturer; catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, material safety data sheets (MSDS), and other standard descriptive data. Submittal data shall be clearly marked to identify pertinent materials, products or equipment and show performance characteristics and capacities.

D. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product or material with integrally related parts and attachment devices.

2.2 MATERIALS AND PRODUCTS

A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.

B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.

C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape, and air filters.

D. Materials:

1. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating 6 mil.
2. Polyethylene disposable bags shall be six (6) mil. Tie wraps for bags shall be plastic, five (5) inches long (minimum), pointed and looped to secure filled plastic bags.
3. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

4. Impermeable containers are to be used to receive and retain any lead containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with EPA and DOT standards.)
5 HEPA filtered exhaust systems shall be used during powered dust generating abatement operations. The use of powered equipment without HEPA exhausts is prohibited.

2.3 TOOLS AND EQUIPMENT

A. Provide suitable tools for all lead disturbing operations.

B. The Contractor shall have available power cables or sources such as generators (where required).

C. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining 99.97% of all mono-dispersed particles of 0.3 micrometers in diameter.

PART 3 - EXECUTION

3.1 WORKER PROTECTION/TRAINING

A. The Contractor shall provide appropriate training, respiratory and other personal protection, and biological monitoring for each worker and ensure proper usage during potential lead exposure and the initial exposure assessment.

B. Workers who will perform procedures must have completed one of the following training courses:

1. EPA Lead Abatement Supervisor (40 hours)
2. EPA Lead Abatement Worker (32 hours)
3. HUD/EPA course "Work Smart, Work Wet, and Work Clean to Work Lead Safe" (8 hours)
4. HUD/NARI course "The Remodeler's and Renovator's Lead Based Paint Training Program" (8 hours).
5. HUD "Lead Safe Work Practices" (8 hours)
6. EPA Lead Renovation, Repair and Painting Program Course

3.2 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor is responsible for establishing and maintaining controls referenced herein to prevent dispersal of lead contamination from the lead work area.

B. The Contractor is also responsible for conducting work with applicable federal, state, and local regulations as referenced herein.

3.3 WORKER HYGIENE PRACTICES (REQUIRED DURING INITIAL EXPOSURE ASSESSMENT AND IF RESULTS OF AIR SAMPLING ARE ABOVE OSHA ACTION LEVEL)

A. Work Area Entry: Workers shall don personal protective equipment prior to entering work area, including respiratory protection, disposable coveralls, gloves, headgear, and footwear.

B. Work Area Departure: While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and proceed to change room and remove coveralls and footwear and place in hazardous waste disposal container.

C. Hand washing Facilities: All workers must wash their hands and faces upon leaving the work area.

D. Equipment: All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from the work area.

E. Prohibited Activities: Under no circumstances shall workers eat, drink, smoke, chew gum, or tobacco, or remove their respirators in the work area.

F. Shock Hazards: The Contractor is responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by ground fault circuit interrupters (GFI).

3.4 LEAD WORK AREA (REQUIRED DURING INITIAL EXPOSURE ASSESSMENT AND IF RESULTS OF AIR SAMPLING ARE ABOVE OSHA ACTION LEVEL)

A. The Contractor shall place warning signs at all entrances and exits from the work area. Signage shall be a minimum of 20" x 14" and shall state the following:

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING OR DRINKING
UNAUTHORIZED ENTRY PROHIBITED

B. The Contractor shall designate a change room as specified in this Section. The change room shall consist of two (2) layers of sheeting on the floor surface adjacent to the lead work area. The change room shall have separate storage facilities for street clothes to avoid cross contamination.

C. The Contractor shall provide potable water for hand and face washing and provide a portable shower unit.

D. The Contractor shall place six-mil polyethylene drop cloths on floor/ ground surfaces prior to beginning removal work to facilitate clean-up.

3.5 WORK AREA CLEAN UP

A. The Contractor shall remove all loose chips and debris from floor surfaces and place in hazardous waste disposal bags.

B. The Contractor shall HEPA vacuum adjacent surfaces to remove dust and debris.

C. Polyethylene drop cloths shall be properly disposed of,

3.6 WASTE DISPOSAL

A. The Contractor's contractual liability shall be the proper disposal of all non-hazardous and hazardous wastes generated at the site in accordance with all applicable federal, state, and local regulations as referenced herein. Metal components may be recycled. TCLP sampling (that may or may not be representative of actual dumpster contents) from the area of work has not been performed and the waste may require disposal as regulated lead waste. The consultant will perform the TCLP sampling once the area has been vacated for renovations and the contractor should include proper disposal costs in their bid.

END OF SECTION 028313

SECTION 028416 – UNIVERSAL WASTE REMOVAL AND RECYCLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Refer to all drawings and/or other Sections of these specifications to determine the type and extent of work therein affecting the work of this Section, whether or not such work is specifically mentioned herein.

C. Sections containing requirements related to this Section include, but are not limited to:

1. Section 028200 – Selective Hazardous Materials Abatement Demolition
2. Section 028213 – Asbestos Abatement
3. Section 028313 – Lead Paint Awareness
4. HM -01– Hazardous Materials Abatement Drawing – Andrew Avenue Elementary School
5. HM -02- Hazardous Materials Abatement Drawing – Hillside Intermediate School Third Floor
6. HM -03- Hazardous Materials Abatement Drawing – Hillside Intermediate School Second Floor
7. HM -04- Hazardous Materials Abatement Drawing – Hillside Intermediate School First Floor Building Addition Band Room Areas

1.2 SUMMARY OF WORK

A. Work of this Section includes, but is not necessarily limited to, all which is necessary for complete removal and recycling/disposal of all PCB/DEHP-containing ballasts, newer ballasts, mercury containing devices, electronics, batteries, alarm systems, gauges, fire extinguishers, paints, chemicals, thermostats and switches, refrigerants, CFC's, boiler and HVAC controls, other hazardous materials, wastes and special wastes that exist in the interior/exterior of the building structure(s)/additions and that might be impacted by proposed renovation/demolition of the buildings/additions. The hazardous materials contractor will supply the packaging materials and pay for the proper disposal of these materials. The hazardous materials contractor will provide the labor to put the materials into the proper packaging for disposal.

1. All work including the removal, characterization (any testing that may be required by disposal facility) and disposal of hazardous materials and chemicals.
2. Removal, characterization (any testing that may be required by disposal facility) and disposal of fluorescent light ballasts and capacitors throughout all site structures.
3. Removal, characterization (any testing that may be required by disposal facility) and disposal of all containers, drums and unknown materials as well as fire extinguishers.
4. Removal, characterization (any testing that may be required by disposal facility) and disposal of contained gear oils, hydraulic oils and refrigeration liquids, etc. from various pieces of equipment.

5. Removal, characterization (any testing that may be required by disposal facility) and recycling/disposal of batteries, electronic devices, lighting signage, etc.
6. File all necessary notices, obtain all permits and licenses, and pay all governmental taxes, fees, and other costs in connection with the work. Obtain all necessary approvals of all governmental departments having jurisdiction.
7. Comply with Health and Safety Plans.

B. The Contractor, under this Section, shall provide all materials, labor, equipment and appliances as necessary to properly remove and recycle/dispose of materials.

1.3 DESCRIPTION OF WORK

A. This specification covers the proper and legal removal and disposal of all Hazardous/Universal Waste as required by renovation and demolition activities for the Naugatuck District Wide School Upgrade Project. The removal and disposal activities shall comply with all aspects of the contract documents and Federal, State and local requirements.

B. Universal Wastes shall include, but not be limited to, fluorescent bulbs, light fixture ballasts containing polychlorinated bi-phenyls (PCBs) or DEHP, mercury lamps, thermostats and switches, batteries, alarms and sensors, electronic devices (signage), mechanical fluids, oils, and lubricants.

C. Whenever there is a conflict or overlap within these specifications and between applicable codes and regulations, the most stringent provision specified shall apply.

D. The sites are the following schools: Andrew Avenue Elementary, Hillside Intermediate, Hop Brook Elementary, City Hill Middle and Maple Hill Elementary.

E. The proposed redevelopment consists of renovating portions of the buildings. Work includes both interior and possibly exterior areas.

F. The Contractor shall independently identify and quantify all Universal Waste Items.

1.4 SUBMITTALS

A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's approval.

1. Copy of State or local license for hazardous waste hauler;
2. Certification of at least one on-site supervisor which has satisfactorily completed the OSHA 40 Hour Health and Safety Course for Handling Hazardous Materials;
3. Certificates of workers which have successfully completed at least the OSHA 40-Hour Health and Safety Course for Hazardous Materials;
4. Certificates of workers which have successfully completed the required employee training for universal/hazardous waste or appropriate type of training to the type of wastes being managed;
5. Name and address of the universal waste handler and/or a destination facility where the waste materials is to be treated, deposited or recycled in accordance with all regulatory requirements (include contact person and telephone numbers), if the universal waste

meets the definition of hazardous waste, the name and address of the hazardous waste treatment, storage and disposal (TSD) facility;

6. Work Plan: Provide a detailed written work plan that describes the procedures for the removal,

    a. Proposed level of worker training for each type of regulated and/or hazardous material to be removed.
    b. Names and applicable licenses of key personnel.
    c. Proof of appropriate training for workers.
    d. Proof of a current medical surveillance program for all personnel.
    e. Material Safety Data Sheets (MSDS) for any chemicals to be used on the project. All products to be used on this project must have MSDS approved by the Owner's Environmental Consultant.
    f. Proposed detailed work schedule.

7. Following final removal, and disposal or destruction, provide Owner with waste transport and disposal documents (e.g., manifests), as well as certificates of destruction and recycling as appropriate.

1.5 CODES AND REGULATIONS

A. Regulatory compliance includes but is not necessarily limited to applicable requirements set forth by :

1. Federal Regulations:

    a. 29 CFR 1910, "Occupational Safety and Health Standards"(General Industry Standards)
    b. 29 CFR 1910.134 "Respiratory Protection"
    c. 29 CFR 1910.1200 "Hazard Communication"
    d. 29 CFR 1926, "Safety and Health Regulations for Construction" (Construction Industry Standards)
    e. 40 CFR 50, "National Primary and Secondary Ambient Air Quality Standards"
    f. 40 CFR 60, "Standards of Performance for New Stationary Sources," Appendix B, "Test Methods"
    g. 40 CFR 117, "Determination of Reportable Quantities for Hazardous Substances"
    h. 40 CFR 122, "USEPA Administered Permit Program: The National Pollutant Discharge Elimination System"

        i. 40 CFR 172, "Hazardous Waste Transportation"
        ii. 40 CFR 261, "Identification and Listing of Hazardous Waste"
        iii. 40 CFR 262, "Standards Applicable to Generators of Hazardous Waste"

    i. 40 CFR 263, "Standards Applicable to Transporters of Hazardous Waste"
    j. 40 CFR 268, "Land Disposal Restrictions"
    k. 40 CFR 273, "Universal Waste Rule"
    l. 40 CFR 300, "National Oil and Hazardous Substances Pollution Contingency Plan"
    m. 40 CFR 302, "Designation, Reportable Quantities, and Notification"
    n. 40 CFR 112 (oil pollution prevention)

o. 40 CFR 279 (used oil)
p. 40 CFR 273 (Universal Wastes)
q. 40 CFR 761 (PCBs)
r. Toxic Substances Control Act (TSCA), US-EPA

i. Resource Conservation and Recovery Act (RCRA)

s. Comprehensive Environmental Response, Compensation & Liability Act (CERCLA) (Superfund Law)

2. Connecticut Regulations:

State requirements which govern universal waste removal and disposal include but are not necessarily limited to the following:

a. Connecticut Department of Environmental Protection (DEEP) (Hazardous and Universal Waste Management Regulations); Section 22a-454, 456 Waste Facility and Section 22a-449(c)-113 of the Regulations of Connecticut State Agencies (RCSA), respectively.
b. Connecticut DEEP; 310 CMR 40 Connecticut Contingency Plan, 310 CMR 30 Hazardous Waste Regulations, 310 CMR 1-7 Clean Water Act, 310 CMR 16, 19 Solid Waste Regulations, 314 CMR 1-8 Clean Air Act
c. Local Town, City or County Bylaws, rules and regulations.

B. Under TSCA, items that contain more than 500 parts per million (PPM) of PCB's are classified as PCB material, items that contain between 50 ppm and 500 ppm of PCB are classified as PCB-contaminated and items that contain less than 50 ppm of PCB's are classified as non-PCB items.

Under the Small Capacitor Exemption, TSCA has allowed the disposal of non-leaking, intact "small capacitors", defined as containing less than three pounds of PCB dielectric fluid, in a municipal solid waste landfill. Light ballasts containing a small PCB capacitor are covered under this category. The intent of the "small capacitor" disposal rule is for "random disposal" in a landfill by "householders and other infrequent disposers". When commercial and industrial entities dispose of large quantities of small PCB capacitors, the EPA strongly encourages voluntary collection and disposal of PCB capacitors in chemical waste landfills or high-temperature incinerators.

C. Under the "Superfund" laws, PCB's are specifically listed as a hazardous substance. The "release" of more than one pound of PCB's into the environment triggers a "Superfund" notification and cleanup requirement.
Since twenty-five ballasts collectively contain approximately one pound of PCB's, the disposal of twenty five or more PCB-containing ballast in a landfill would trigger a "Superfund" action.

D. The State of Connecticut General Hazardous Waste Statue 22A 454, 456 requires that PCB ballast must be incinerated or sent to a chemical waste landfill. The statue defines PCB waste, including PCB ballast, as Connecticut Regulated Wastes.

E. Other Regulations: The other relevant regulations affecting disposal of PCB's include the following:

1. Department of Transportation (DOT) regulations – DOT regulation HM-181 regulates transportation of hazardous materials, including PCB's.
2. Occupational Safety and Health Administration (OSHA) – OSHA regulates worker's safety and exposure to a variety of chemicals including PCB's.
3. Resource Conservation and Recovery Act (RCRA) – RCRA regulates wastes, which fail Toxic Characteristic Leachate Procedure (TCLP) and which contain more than 50 ppm of PCB's.

PART 2 - PRODUCTS

2.1 GENERAL

A. 35 or 55-gallon metal, fiber drums or containers with lids that can be secured and sealed, DOT approved.

B. Appropriate waste labels identifying contents as regulated and hazardous wastes as defined by 49 CFR 172.

C. Fluorescent Lamp Disposal (Crusher) units, such as DexTrite Fluorescent® Lamp Disposal equipment, or equivalent. Such equipment must be capable of capturing fugitive mercury vapors during the bulb crushing process, as well as the fractured and broken waste products.

D. HEPA and charcoal filter equipped mercury capture vacuum.

E. Cardboard boxes and sleeves for packaging lamps that will be removed from the site intact or unbroken.

F. Recovery tanks to temporarily hold compressed gasses.

G. Health & Safety equipment complying with health and safety plan.

PART 3 - EXECUTION

3.1 GENERAL

A. Procedures and methods contained herein are to provide guidance to protect from the contamination of the environment, and exposure to workers, while handling hazardous waste and regulated waste-streams for disposal/recycling/destruction.

B. Owner to Stop Work: The Owner's representative and the Owner's Environmental Consultant shall have the authority to stop the work at any time that conditions are not within Specification and/or applicable regulations. The stoppage of work shall continue until conditions have been corrected to the satisfaction of the Owner's representative or Owner's Environmental Consultant. Standby time to resolve the problems shall be at the Contractor's expense.

C. Personal Protective Equipment:

1. Personal protective equipment shall consist of (at a minimum) safety goggles or other protective eye-ware, work shoes with non-slip soles (e.g., neoprene), chemical resistant

gloves that cover the hand and an apron that covers the front of the worker's body from shoulder to toes (e.g., neoprene or nitrile gloves).

2. Personal protective equipment contaminated by handling operations should be disposed of as contaminated waste.
3. Hammering or sudden impact methods for removing ballast's from the light fixture shall not be employed, as such methods may cause leakage in an otherwise non-leaking ballast.
4. Throwing and tossing of ballast's into disposal drums shall not be conducted, as such activities may cause leakage in an otherwise non-leaking ballast.

D. Work Procedures

1. Contractor shall obtain a hazardous waste generator number from Region I, USEPA for the Owner.
2. During the light fixture removal stage during demolition, the following procedures (or equivalent alternate but protective measures) shall be followed:

    a. Carefully remove fixtures, and stack them in a designated portion of the work area.
    b. Designate an area where the fixtures can be disassembled, and components removed and segregated (e.g., lamps, ballasts). The area should be remote from other demolition activities, and have adequate ventilation and lighting.
    c. The work area for fixture disassembly shall (at a minimum) have the floor lined with one layer of 6-mil fire-retardant polyethylene plastic to control accidental spills or breakage. The work area should have a table or other solid work platform to facilitate disassembly of the fixtures, and the protective plastic sheeting should cover the work table area and waste drums/lamp crushing/lamp repackaging equipment.
    d. Carefully remove lamps from fixtures, and either crush them or repackage them for disposal.
    e. In the event a lamp breaks, utilize the mercury capture vacuum to remove all debris generated.

3. Carefully remove ballasts, and segregate for disposal in the following manner:

    a. Ballasts labeled as "No-PCBs" shall NOT be segregated and shall be treated as PCB waste as potting material may contain PCBs and DEHP. Handle and dispose of in the same manner as ballasts containing PCBs and/or DEHP.
    b. Non-leaking ballasts shall be segregated and drummed for disposal as hazardous wastes. These ballasts may be destroyed by high temperature incineration, or land filled at a properly permitted facility.
    c. Leaking ballasts shall be segregated and drummed. Punctures or damage to these ballasts exposes an oily or tar-like substance. These ballasts, and all materials it contacts, MUST be incinerated under TSCA; they cannot be landfilled.

E. Miscellaneous Stored Materials In Containers

1. Miscellaneous materials may include antifreeze, cleaning solutions, paints, and other miscellaneous materials.
2. During removing/recycling of materials enclosed in their original container, the Contractor shall package, and label (lab packed) by waste classification in accordance with appropriate RCRA and Connecticut Department of Transportation (ConnDOT). In

turn these containers shall be transported, under proper manifesting procedures, to a recycling facility. The facility shall forward a certificate of recycling or disposal to the Contractor, who shall submit this information to the Owner.

F. Universal Waste

Universal waste includes, but is not limited to, fluorescent bulbs, light fixture ballasts containing polychlorinated bi-phenyls (PCBs) or DEHP, mercury lamps and switches, batteries, fire extinguishers, Halon fire suppression systems, paint, refrigerants, electronic devices (computers and monitors), and other compressed gases, mechanical fluids, oils, and lubricants, as defined in 40 CFR 273 and Section 22a-449(c)-113 of the Regulations of Connecticut State Agencies (RCSA). Follow procedures for handling, storage, labeling, shipping, recording keeping and other procedures as required in 40 CFR 273 and Section 22a-449(c)-113.

G. Regulated Waste

1. Non-thermostat mercury switches: Handle and dispose of in accordance with State regulation and applicable Federal regulations.
2. Used oil: Handle and dispose of in accordance with State regulations.
3. Refrigerants: Prior to disposal of refrigerant containing equipment, verify that refrigerant has been removed per the requirements of 40 CFR Part 82 (Protection of Stratospheric Ozone).
4. Diesel fuel: If possible, use on site to run equipment. Dispose of or recycle any remaining fuel as per applicable regulations.
5. Fire extinguishers: Contact manufacturer for recycling or donate to local fire department.
6. Halon Fire Suppression System: For recovery and management of Halon, utilize a technician EPA certified in appropriate level for the system. Technician is to use an EPA-certified reclaimer for disposal.

H. Transportation

1. Transport waste materials using properly permitted vehicles operated by drivers with Commercial Drivers Licenses (CDLs) and Hazardous Materials endorsements. Coordinate transportation routes with Connecticut Department of Transportation (ConnDOT). Provide Owner with copies of transporter certifications and EPA ID number a minimum of seven (7) days prior to first use. Chain of custody records shall be maintained which include the date of pickup, number of drums, name of transporter and destination.

I. Waste Disposal Documentation

1. Waste shipment records and manifests for all materials transported from the site as required by regulations and disposal facility are to be provided to the Owner every five (5) business days. Incorporate this information into the close out package to be provided to the Owner. Within thirty (30) days of generation, Contractor shall provide waste manifests/shipment records and Certificates of Recycling and Disposal (CRD) to Owner.
2. Certificates of Discontinuance for all equipment and fixtures.

J. Disposal Facilities

1. Contractor shall use only disposal facilities which have been pre-approved by the Owner and its insurers and with valid regulatory permits for type of waste being handled. Provide Owner with copies of disposal facility regulatory permits and EPA identification number a minimum of seven (7) days prior to shipping to that facility. Provide disposal facility required documentation including additional waste sampling.

END OF SECTION 028416

LIMITED PRE-RENOVATION HAZARDOUS MATERIAL SURVEY REPORT

for

Andrew Ave Elementary School
140 Andrew Avenue
Naugatuck, Connecticut

Prepared For:

Silver/Petrucelli & Associates
3190 Whitney Avenue
Building 2
Hamden, Connecticut 06518

Prepared By:

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

Matthew A. Myers
Senior Hazmat Specialist

3 May 2016
140141601

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ACRONYMS

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

1.0 INTRODUCTION

Langan CT, Inc. (Langan) prepared this limited Pre-Renovation Hazardous Materials (Hazmat) Survey Report on behalf of the Silver Petrucelli & Associates Architects and the Town of Naugatuck to identify possible hazardous materials that may exist in limited portions of Andrew Ave Elementary School at 140 Andrew Avenue in Naugatuck, Connecticut. The survey was primarily limited to the classroom closet spaces and unit ventilators along the exterior walls.

The objectives of this limited Pre-Renovation Hazmat Survey Report were to identify the presence/absence of accessible asbestos-containing materials (ACM) and lead-based paint (LBP) so these materials can be quantified and assessed in support of scheduled renovation activities (HVAC work, replace classroom cabinetry, unit ventilators and closet doors).

PROJECT INFORMATION

Client Name:	Silver/Petrucelli & Associates 3190 Whitney Avenue Building 2 Hamden, Connecticut	Property Visit Date:	21 April 2016
Professional's project #:	140141601	Construction Dates:	Approximately 1969-71
Consultant's Project Manager:	Matthew A. Myers	No. Buildings:	One
Phone No.:	203-562-5571	No. of Stories:	One Story
Email:	mmyers@langan.com	Bldgs. Gross Footage:	38,000 Square Feet
Property Address:	140 Andrew Avenue		
Property Town, State:	Naugatuck, Connecticut	Property Use:	Elementary School

The following sections summarize Hazmat findings for the limited areas of the building surveyed.

2.0 ASBESTOS-CONTAINING MATERIALS (ACM)

Terminology

Suspect Asbestos-Containing Materials

Asbestos was used in certain types of construction and building materials. Until a material is examined by using polarized light microscopy (PLM) or a similar technique, the building material is considered as a suspect asbestos-containing material. A few examples of these materials include wall and ceiling plasters, sheetrock/taping compound, flooring materials, cove base and adhesives, ceiling panels, thermal system insulation, fireproofing insulation, roofing materials, adhesives, damp-proofing/waterproofing materials, caulking and glazing compounds, etc. Any suspect ACM and/or building material of unknown asbestos content should be assumed to be an asbestos containing material and handled and disposed of accordingly. Demolition, renovation, maintenance or daily activities should not disturb building materials that are found to contain asbestos, assumed to contain asbestos or that have not been tested for possible asbestos content.

Asbestos–Containing Material

A material with an asbestos concentration greater than one percent by weight is considered as ACM by the United States Environmental Protection Agency (USEPA). Thus, a material which contains asbestos in concentrations greater than 1% by weight is considered as "positive" while materials that do not contain asbestos or asbestos is detected in concentrations less than one percent by weight are considered as "negative".

Regulatory Guidelines and Requirements

Federal

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovation and demolition activities, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegates responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate. OSHA considers any amount of asbestos to be regulated.

State

Asbestos in Connecticut is regulated by the State of Connecticut Department of Public Health (CTDPH), under Standards for Asbestos Abatement – Section 19a-333a-1 through 16 of Regulations of Connecticut State Agencies (RCSA) and Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consulting Services – Section 20-440-1 through 9 and Section 20-441 of RCSA.

Limited Asbestos Survey

During this limited survey, suspect ACM were separated into three USEPA categories. These categories are: thermal system insulation (TSI), surfacing materials and miscellaneous materials. TSI includes all materials used to prevent heat gain or loss or water condensation on mechanical systems. Typical examples of TSI are boiler, duct and tank insulation, pipe and pipe fitting insulation. Surfacing materials are sprayed, troweled or otherwise applied to an existing surface and common uses are fireproofing, decorative and acoustical plaster applications. Miscellaneous materials include all ACM not listed as TSI or surfacing and include: flooring materials, ceiling tiles, adhesives, caulking and glazing compounds, damp-proofing/tars/mastics, roofing materials, transite cement board, sink undercoating, sheetrock/taping compounds, cove base materials and other materials. State of Connecticut DPH licensed asbestos inspector Matthew Myers (#000041) performed the survey.

ACM Results Summary

A total of 67 bulk samples were collected and 56 were analyzed for possible asbestos content. Detailed bulk sampling results are included as Tables 1 and 2 below. Analytical asbestos laboratory data can be found in Appendix A.

As required by the USEPA, samples were analyzed by individual layers (i.e., floor tile & the associated mastic were analyzed as two separate samples, rough and finish coat plasters, etc.). Bulk samples of the suspect asbestos-containing materials (ACM) were analyzed using the Polarized Light Microscopy (PLM) analytical methodology in accordance with EPA Protocol 600/R-93/116. Select bulk sample materials, classified as Non-friable Organically Bound (NOB) (i.e. flooring materials, roofing materials, mastics), were additionally analyzed using PLM Point Count if they were found to contain low amounts of asbestos. The samples were analyzed by EMSL of Cinnaminson, New Jersey. EMSL is accredited by the National Voluntary Laboratory Program (NVLAP) and American Industrial Hygiene Association (AIHA).

Utilizing the USEPA protocols and criteria, the following materials were determined to be **ACM**:

Table 1 – Asbestos Containing Materials

Material	Location	% Asbestos and Sample ID	Estimated Quantity of ACM
Pipe Fitting Insulation – TSI	Kitchen, Offices and inaccessible locations throughout	ACM 10% Chrysotile 042143A	Estimate 30 fittings visible
Sheetrock Taping Compound – Miscellaneous	Throughout	ACM 1.25 - 3% Chrysotile 042114A, B 042115A, B 042116	Unknown – Estimate 1,500 square feet in classroom closets to be disturbed possibly by renovation activities
Floor Tile/Black Mastic	Black Flooring Mastic - Throughout (unknown to what extent – assumed and found to be contaminating newer non-asbestos containing floor tiles) Please not the tiles partially go under the perimeter wall unit ventilators and corresponding shelving. Floor Tiles – Corridors	ACM 4-5% Chrysotile 042130B 042140A 042141A	Unknown – Estimate 3,000 square feet in classroom closets and along perimeter wall to be disturbed by renovation activities
Blue/Gray and Black Sink Under-coating – Miscellaneous	Classroom Sinks	ACM 3-5% Chrysotile 042112A, B 042113A, B	Estimate 20 sinks

Note: Additional sampling may prove some of the sheetrock/taping compound composite samples to be less than one percent as asbestos. All applicable OSHA regulations must be complied with, including training, engineering controls (water during disturbance and personal

exposure compliance - exposure air testing, PPE, etc.) should materials with less than one percent be disturbed by renovation or other activities that would disturb them.

Utilizing the USEPA protocol and criteria, the following materials were determined to be **non-ACM**:

Table 2 – Non-Asbestos Containing Materials

Material	Location	Sample ID
Ceiling Tiles – Miscellaneous	Throughout (see chain of custody for location of samples)	042109A, B 042110A, B 042111A - C
Cove Base and Yellow and Brown Adhesives – Miscellaneous	Throughout (see chain of custody for location of samples)	042117A -C 042118A - C 042119A - C
Countertops – Miscellaneous	Classrooms	042120A, B
White and Black Caulking and Tars – Miscellaneous	Classrooms, Surrounding Heating Units/Unit Ventilators (see chain of custody for location of samples)	042121A, B 042122A, B
Floor Tiles and Associated Mastics and Red Floor Leveler (newer tiles/mastic/leveler are assumed to be contaminated by older asbestos containing black mastic)	Throughout Building (see chain of custody for location of samples)	042123A, B 042124A, B 042125A, B 042126A, B 042128A, B 042129A, B 042131A, B 042132A, B 042133 - 39 042142A, B

DISCLAIMERS: Some locations/materials were not sampled during this survey due to location, known renovation/demolition activities and damage required to inspect certain materials/areas.

Inaccessible/Hidden Materials

Asbestos containing black flooring mastic was found in multiple locations and visually observed underneath "newer" flooring materials (contaminating the newer non-asbestos containing materials). Langan is assuming all the classroom areas have this black asbestos containing mastic which could be further delineated/confirmed on a room by room basis with additional surveys if needed. The rooftop units were not included as part of this survey. Langan visually inspected several areas in the wall shelving/unit ventilators and inside the closets for asbestos containing transite board. No transite was found but it may exist in inaccessible locations. A couple of the closet doors were opened and found to be solid wood (no suspect asbestos containing door insulation). Several areas of duct were visually inspected and no adhesives, waterproofing, seam sealants or paper or suspect vibration isolation cloth were found. These materials, if found in other areas must be sampled for possible asbestos content.

Additional Materials in the Area(s) of Work

Samples were only collected from limited materials in limited areas. Other building materials located in these areas should be assumed to contain asbestos if they have not been sampled.

3.0 LEAD-BASED PAINT (LBP) XRF SCREENING

A lead paint screening was performed using an X-Ray Fluorescence (XRF) lead paint analyzer. Matthew Myers, a State of Connecticut DPH Certified Lead Inspector (#000191) performed the lead screening using a Niton XLp300.

LBP testing results are below the HUD/EPA action level of equal to or greater than 1.0 mg/cm^2. A copy of the Lead Survey Results can be found in Appendix B.

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

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

4.0 UNIVERSAL WASTE ASSESSMENT

Completion of detailed Universal Waste Assessment (identifying the number and location of Universal Waste items) was not conducted as part of this limited Pre-Renovation Hazardous Building Materials Survey. However, universal waste items may be present in the HVAC/mechanical systems, rooftop units as well as window unit air conditioners. All universal waste that is present in the building and scheduled for removal will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal, State, and local regulations.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Langan provides the following conclusions and recommendations, based on the findings of this limited Pre-Renovation Hazardous Building Materials Survey:

ACM was identified in the flooring materials (black mastic in classrooms and in corridor floor tiles and black mastic), sheetrock taping compound, sink undercoating and pipe fitting insulation. Prior to renovation, the identified ACM that will be disturbed by renovation activities must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor. A State of Connecticut licensed Asbestos Designer should create specifications and an Asbestos Project Monitor should perform project oversight and air testing in accordance with the Federal and State regulations. These are all requirements of the CTDPH Standards.

Additional sampling/visual investigation may be required if previously inaccessible suspect asbestos containing materials are discovered. These materials, if existing, must be assumed to contain asbestos until sampling proves otherwise.

All universal waste present in the building, to be disturbed as part of renovation activities, should be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling and disposal must be performed in accordance with applicable Federal, State, and local regulations.

6.0 LIMITATIONS

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

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

Any suspect material that is not listed in this report must be assumed as ACM until confirmed otherwise via laboratory testing.

The consultant was not asked to test or analyze any caulking, glazing or sealant compounds or other materials for the presence of PCBs. PCB sampling was not included as part of this survey.

Appendix A

Analytical Laboratory Results and Chain of Custody – Asbestos Samples

LANGAN

OrderID: 041611034

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041611034

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: Langan CT	**EMSL-Bill to:** ☐ Same ☒ Different If Bill to is Different note instructions in Comments** Langan_InvoiceCapture@ConcurSolutions.com *Third Party Billing requires written authorization from third party*
Street: 555 Long Wharf Drive	
City: New Haven **State/Province:** CT	**Zip/Postal Code:** 06511 **Country:** USA
Report To (Name): Matthew Myers	**Telephone #:** 203.562.5771
Email Address: MMyers@Langan.com	**Fax #:** 203.789.6142 **Purchase Order:**
Project Name/Number: Naugatuck 141941601	**Please Provide Results:** ☐ Fax ☒ Email
U.S. State Samples Taken: CT	**CT Samples:** ☐ Commercial/Taxable ☒ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule.*There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)

- ☒ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)
- Point Count ☒ 400 (<0.25%) ☐ 1000 (<0.1%) If <3%
- Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)
- ☐ NIOSH 9002 (<1%)
- ☐ NY ELAP Method 198.1 (friable in NY)
- ☐ NY ELAP Method 198.6 NOB (non-friable-NY)
- ☐ OSHA ID-191 Modified
- ☐ Standard Addition Method

TEM – Bulk

- ☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
- ☐ NY ELAP Method 198.4 (TEM)
- ☐ Chatfield Protocol (semi-quantitative)
- ☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
- ☐ TEM Qualitative via Filtration Prep Technique
- ☐ TEM Qualitative via Drop Mount Prep Technique

Other

- ☐ Andrews Ave Elem School Naugatuck, CT

☒ Check For Positive Stop – Clearly Identify Homogenous Group A, B, C **Date Sampled:** 4/20/16

Samplers Name: Matthew Myers **Samplers Signature:** Matt My

Sample #	HA #	Sample Location	Material Description
042109 A		Main Offices	concealed 12x12 Spline Ceiling Tile
⊥ B		⊥	⊥
042110 A		Corridor (Rm 14)	Ceiling Tile
⊥ B		Corridor (Rm 8)	⊥
042111 A		Classroom 5	Ceiling Tile
⊥ B		9	⊥
⊥ C		⊥ 12	⊥
042112 A		Classroom 6	Blue/Gray Sink Undercoating 5%
⊥ B		⊥ 9	⊥
042113 A		Classroom 1	Black Sink undercoating 3%
⊥ B		⊥ 2	⊥

Client Sample # (s): **Total # of Samples:** 67

Relinquished (Client): **Date:** **Time:**

Received (Lab): FX **Date:** 9:40 4/28/16 **Time:** 9:40

Comments/Special Instructions:

2016 APR 28 A 11:21

CINNAMINSON, N.J.
EMSL

OrderID: 041611034

EMSL ANALYTICAL, INC.

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

- 41034

EMSL ANALYTICAL, INC.
PHONE 800
FAX 856

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
042114A		Classroom 9 Closet	Sheetrock
⊥ B		⊥ 12 ⊥	⊥
042115A		Classroom 9 ⊥	Taping Compound 3%
⊥ B		⊥ 12 ⊥	⊥
042116		Classroom 9	sheetrock / taping compound composite 1.25%
042117A		Classroom 3	Coveboase
⊥ B		⊥ 9	Coveboase
⊥ C		⊥ 12	⊥
042118A		⊥ 3	Yellow Adhesive
⊥ B		⊥ 9	⊥
⊥ C		⊥ 12	
042119A		⊥ 3	Brown Adhesive
⊥ B		⊥ 9	⊥
⊥ C		⊥ 12	
042120A		Classroom 8	Counter top
⊥ B		⊥	⊥
042121A		offices	White Caulk around wall unit ventilator
⊥ B		⊥	⊥
042122A		Classroom 6	Black caulk/tar between metal
⊥ B		⊥ 8	sill (wall unit ventilator) + windows
042123A		Classroom 8	12x12 "newer" green/grey Floor Tile
⊥ B		⊥ 9	⊥
042124A		⊥ 8	Dark Yellow Adhesive
⊥ B		⊥ 9	⊥

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Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041034

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[illegible]
PHONE 800 [illegible]
FAX 856 [illegible]

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
042125A		Classroom 6	12x12 "newer" white Floor Tile
B		10	⊥
26A		6	Yellow mastic
B		10	⊥
27A		6	Black mastic
B		10	⊥
042128A		Classroom 5	12x12 "older" tan Floor Tile
B		6 (by unit vent)	⊥
29A		5	Brown mastic
B		6 (by unit vent)	⊥
30A		5	Black mastic
B		6 (by unit vent)	⊥
042131A		Classroom 12	12x12 "newer" Blue Floor Tile
B		14	⊥
042132A		12	Dark Brown mastic
B		14	⊥
042133		Classroom 3	12x12 "newer" white Floor Tile
34		⊥	Dark Brown mastic
35		Office Area - Conference	12x12 "newer" white Floor Tile
36		⊥	Yellow mastic
37		Library	new Green Floor Tile
38		⊥	⊥ white ⊥
39		⊥	Yellow mastic

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Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (*Lab Use Only*):

-110 34

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PHONE 800
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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description	
042140A		Corridors	Green Floor Tile	4%
B		↓	↓	
41A			Black Mastic	5%
B			↓	
42A			Red Leveler	
B		↓	↓	
43A		Kitchen	Pipe Fitting Insulation	10%
B		↓	↓	
C		Office	↓	

*Comments/Special Instructions:

Page 4 of 4 pages

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EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Phone/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order ID:	041611034
Customer ID:	LANG78
Customer PO:	
Project ID:	

Attn:	Matthew Myers	Phone:	(203) 562-5771
	Langan Engineering & Environ. Services	Fax:	(203) 789-6142
	Long Wharf Maritime Center	Collected:	4/20/2016
	555 Long Wharf Drive	Received:	4/28/2016
	New Haven, CT 06511	Analyzed:	4/29/2016
Proj:	Naugatuck 140141601		

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042109A ***Lab Sample ID:*** **041611034-0001**

Sample Description: Main offices/12x12 concealed spline ceiling tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown/White	80%	20%	None Detected	

Client Sample ID: 042109B ***Lab Sample ID:*** **041611034-0002**

Sample Description: Main offices/12x12 concealed spline ceiling tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Gray/White	70%	30%	None Detected	

Client Sample ID: 042110A ***Lab Sample ID:*** **041611034-0003**

Sample Description: Corridor (Rm 14)/Ceiling tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	80%	20%	None Detected	

Client Sample ID: 042110B ***Lab Sample ID:*** **041611034-0004**

Sample Description: Corridor (Rm 8)/Ceiling tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Gray/White	70%	30%	None Detected	

Client Sample ID: 042111A ***Lab Sample ID:*** **041611034-0005**

Sample Description: Classroom 5/Ceiling tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	80%	20%	None Detected	

Client Sample ID: 042111B ***Lab Sample ID:*** **041611034-0006**

Sample Description: Classroom 9/Ceiling tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	80%	20%	None Detected	

Client Sample ID: 042111C ***Lab Sample ID:*** **041611034-0007**

Sample Description: Classroom 12/Ceiling tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Gray/White	80%	20%	None Detected	

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Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042112A **Lab Sample ID:** **041611034-0008**
Sample Description: Classroom 6/Blue/gray sink undercoating

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Gray	0%	95%	**5% Chrysotile**	

Client Sample ID: 042112B **Lab Sample ID:** **041611034-0009**
Sample Description: Classroom 9/Blue/gray sink undercoating

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Positive Stop (Not Analyzed)	

Client Sample ID: 042113A **Lab Sample ID:** **041611034-0010**
Sample Description: Classroom 1/Black sink undercoating

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Black	0%	97%	**3% Chrysotile**	

Client Sample ID: 042113B **Lab Sample ID:** **041611034-0011**
Sample Description: Classroom 2/Black sink undercoating

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Positive Stop (Not Analyzed)	

Client Sample ID: 042114A **Lab Sample ID:** **041611034-0012**
Sample Description: Classroom 9 closet/Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown/White	15%	85%	None Detected	

Client Sample ID: 042114B **Lab Sample ID:** **041611034-0013**
Sample Description: Classroom 12 closet/Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	15%	85%	None Detected	

Client Sample ID: 042115A **Lab Sample ID:** **041611034-0014**
Sample Description: Classroom 9 closet/Taping compound

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Tan	0%	97%	**3% Chrysotile**	

Client Sample ID: 042115B **Lab Sample ID:** **041611034-0015**
Sample Description: Classroom 12 closet/Taping compound

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Positive Stop (Not Analyzed)	

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Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042116 ***Lab Sample ID:*** **041611034-0016**

Sample Description: Classroom 9/Sheetrock/taping compound composite

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
400 PLM Pt Ct	4/28/2016	Tan/White	10%	88.75%	**1.25% Chrysotile**	

Client Sample ID: 042117A ***Lab Sample ID:*** **041611034-0017**

Sample Description: Classroom 3/Cove base

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Black	0%	100%	None Detected	

Client Sample ID: 042117B ***Lab Sample ID:*** **041611034-0018**

Sample Description: Classroom 9/Cove base

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Black	0%	100%	None Detected	

Client Sample ID: 042117C ***Lab Sample ID:*** **041611034-0019**

Sample Description: Classroom 12/Cove base

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Gray	0%	100%	None Detected	

Client Sample ID: 042118A ***Lab Sample ID:*** **041611034-0020**

Sample Description: Classroom 3/Yellow adhesive

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Tan	0%	100%	None Detected	

Client Sample ID: 042118B ***Lab Sample ID:*** **041611034-0021**

Sample Description: Classroom 9/Yellow adhesive

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Tan	0%	100%	None Detected	

Client Sample ID: 042118C ***Lab Sample ID:*** **041611034-0022**

Sample Description: Classroom 12/Yellow adhesive

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Yellow	0%	100%	None Detected	

Client Sample ID: 042119A ***Lab Sample ID:*** **041611034-0023**

Sample Description: Classroom 3/Brown adhesive

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Insufficient Material	

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Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042119B **Lab Sample ID:** **041611034-0024**
Sample Description: Classroom 9/Brown adhesive

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown	0%	100%	None Detected	

Client Sample ID: 042119C **Lab Sample ID:** **041611034-0025**
Sample Description: Classroom 12/Brown adhesive

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown	0%	100%	None Detected	

Client Sample ID: 042120A **Lab Sample ID:** **041611034-0026**
Sample Description: Classroom 8/Countertop

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown/White	70%	30%	None Detected	

Client Sample ID: 042120B **Lab Sample ID:** **041611034-0027**
Sample Description: Classroom 8/Countertop

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown/White	50%	50%	None Detected	

Client Sample ID: 042121A **Lab Sample ID:** **041611034-0028**
Sample Description: Offices/White caulk around wall unit ventilator

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	4%	96%	None Detected	

Client Sample ID: 042121B **Lab Sample ID:** **041611034-0029**
Sample Description: Offices/White caulk around wall unit ventilator

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	0%	100%	None Detected	Recommend TEM

Client Sample ID: 042122A **Lab Sample ID:** **041611034-0030**
Sample Description: Classroom 6/Black caulk/tar between metal sill (wall unit) & window

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Black	0%	100%	None Detected	

Client Sample ID: 042122B **Lab Sample ID:** **041611034-0031**
Sample Description: Classroom 8/Black caulk/tar between metal sill (wall unit) & window

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Black	0%	100%	None Detected	

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Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042123A ***Lab Sample ID:*** **041611034-0032**
Sample Description: Classroom 8/12x12 newer green/gray floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Gray	0%	100%	None Detected	

Client Sample ID: 042123B ***Lab Sample ID:*** **041611034-0033**
Sample Description: Classroom 9/12x12 newer green/gray floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Green	0%	100%	None Detected	

Client Sample ID: 042124A ***Lab Sample ID:*** **041611034-0034**
Sample Description: Classroom 8/Dark yellow ahesive

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Yellow	0%	100%	None Detected	

Client Sample ID: 042124B ***Lab Sample ID:*** **041611034-0035**
Sample Description: Classroom 9/Dark yellow ahesive

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Yellow	0%	100%	None Detected	

Client Sample ID: 042125A ***Lab Sample ID:*** **041611034-0036**
Sample Description: Classroom 6/12x12 newer white floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	0%	100%	None Detected	

Client Sample ID: 042125B ***Lab Sample ID:*** **041611034-0037**
Sample Description: Classroom 10/12x12 newer white floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	0%	100%	None Detected	

Client Sample ID: 042126A ***Lab Sample ID:*** **041611034-0038**
Sample Description: Classroom 6/Yellow mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Yellow	0%	100%	None Detected	

Client Sample ID: 042126B ***Lab Sample ID:*** **041611034-0039**
Sample Description: Classroom 10/Yellow mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Yellow	0%	100%	None Detected	

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Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042127A ***Lab Sample ID:*** **041611034-0040**
Sample Description: Classroom 6/Black mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Insufficient Material	

Client Sample ID: 042127B ***Lab Sample ID:*** **041611034-0041**
Sample Description: Classroom 10/Black mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Insufficient Material	No black mastic present on sample

Client Sample ID: 042128A ***Lab Sample ID:*** **041611034-0042**
Sample Description: Classroom 5/12x12 older tan floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Tan	0%	100%	None Detected	

Client Sample ID: 042128B ***Lab Sample ID:*** **041611034-0043**
Sample Description: Classroom 6 (by unit vent)/12x12 older tan floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Tan	0%	100%	None Detected	

Client Sample ID: 042129A ***Lab Sample ID:*** **041611034-0044**
Sample Description: Classroom 5/Brown mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown	0%	100%	None Detected	

Client Sample ID: 042129B ***Lab Sample ID:*** **041611034-0045**
Sample Description: Classroom 6 (by unit vent)/Brown mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown	0%	100%	None Detected	

Client Sample ID: 042130A ***Lab Sample ID:*** **041611034-0046**
Sample Description: Classroom 5/Black mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Insufficient Material	

Client Sample ID: 042130B ***Lab Sample ID:*** **041611034-0047**
Sample Description: Classroom 6 (by unit vent)/Black mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Black	0%	96%	**4% Chrysotile**	

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Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042131A ***Lab Sample ID:*** **041611034-0048**
Sample Description: Classroom 12/12x12 newer blue floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Blue	0%	100%	None Detected	

Client Sample ID: 042131B ***Lab Sample ID:*** **041611034-0049**
Sample Description: Classroom 14/12x12 newer blue floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	Blue	0%	100%	None Detected	

Client Sample ID: 042132A ***Lab Sample ID:*** **041611034-0050**
Sample Description: Classroom 12/Dark brown mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Brown	0%	100%	None Detected	

Client Sample ID: 042132B ***Lab Sample ID:*** **041611034-0051**
Sample Description: Classroom 14/Dark brown mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	Brown	0%	100%	None Detected	

Client Sample ID: 042133 ***Lab Sample ID:*** **041611034-0052**
Sample Description: Classroom 3/12x12 newer white floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	White	0%	100%	None Detected	

Client Sample ID: 042134 ***Lab Sample ID:*** **041611034-0053**
Sample Description: Classroom 3/Dark brown mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	Brown	0%	100%	None Detected	

Client Sample ID: 042135 ***Lab Sample ID:*** **041611034-0054**
Sample Description: Office area-conference/12x12 newer white floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	White	0%	100%	None Detected	

Client Sample ID: 042136 ***Lab Sample ID:*** **041611034-0055**
Sample Description: Office area-conference/Yellow mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	Yellow	0%	100%	None Detected	

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Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042137 ***Lab Sample ID:*** **041611034-0056**
Sample Description: Library/New green floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	Green	0%	100%	None Detected	

Client Sample ID: 042138 ***Lab Sample ID:*** **041611034-0057**
Sample Description: Library/New white floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	White	0%	100%	None Detected	

Client Sample ID: 042139 ***Lab Sample ID:*** **041611034-0058**
Sample Description: Library/Yellow mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	Yellow	0%	100%	None Detected	

Client Sample ID: 042140A ***Lab Sample ID:*** **041611034-0059**
Sample Description: Corridors/Green floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Green	0%	96%	**4% Chrysotile**	

Client Sample ID: 042140B ***Lab Sample ID:*** **041611034-0060**
Sample Description: Corridors/Green floor tile

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Positive Stop (Not Analyzed)	

Client Sample ID: 042141A ***Lab Sample ID:*** **041611034-0061**
Sample Description: Corridors/Black mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Black	0%	95%	**5% Chrysotile**	

Client Sample ID: 042141B ***Lab Sample ID:*** **041611034-0062**
Sample Description: Corridors/Black mastic

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016				Positive Stop (Not Analyzed)	

Client Sample ID: 042142A ***Lab Sample ID:*** **041611034-0063**
Sample Description: Corridors/Red leveler

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	Red	0%	100%	None Detected	

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Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 042142B **Lab Sample ID:** **041611034-0064**
Sample Description: Corridors/Red leveler

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/29/2016	Red	0%	100%	None Detected	

Client Sample ID: 042143A **Lab Sample ID:** **041611034-0065**
Sample Description: Kitchen/Pipe fitting insulation

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016	White	30%	60%	**10% Chrysotile**	

Client Sample ID: 042143B **Lab Sample ID:** **041611034-0066**
Sample Description: Kitchen/Pipe fitting insulation

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016			Positive Stop (Not Analyzed)		

Client Sample ID: 042143C **Lab Sample ID:** **041611034-0067**
Sample Description: Office/Pipe fitting insulation

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	4/28/2016			Positive Stop (Not Analyzed)		

Analyst(s):

Daniel Fricker	PLM (17) 400 PLM Pt Ct (1)
Rebecca Siegel	PLM (10)
William Bradford	PLM (28)

Reviewed and approved by:



Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036

Initial report from: 04/29/201611:48:31

Appendix B

XRF Lead-Based Paint Screening Results

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name: Bill Andrew. Dec

Site Address

Project No.

Survey Date

Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings K Shell mg/cm2	XRF Readings L Shell mg/cm2	XRF Readings K-Fe mg/cm2	Results	Comments
01	heater top	metal	Brown	Rm 1				0	
02	heater side	metal	Yellow					0	
03	heater wall	Cinderblock	blue					0.05	
04	cove base	vinyl	Black					0	
05	heater	metal	Brown	psychology. ist				0.07	
06	heater wall	Cinderblock	White					0.08	
07	heater	metal	white/lt.tan	resource Rm				0	
08	heater wall	Cinder Block	lt. yellow					0.04	
09	heater	metal	Yellow	Nurse				0	
10			White					0	
11	heater wall	cinderblock	white					0	
12	heater top	metal	Brown	Rm 3				0	
13	heater side	metal	Yellow					0	
14	heater wall	CB	Blue	Rm 4				0.07	
15	heater top	metal	Brown					0.08	
16	heater side	metal	yellow					0	
17	Cove base	vinyl	Black					0	
18	heater wall	CB	lt. yellow	Rm 8				0	
19	top heater	metal	Brown					0.07	
20	side heater	metal	~~Yellow~~					0	
21	heater	metal	white	Hallway				0	
22	wall	CB	Blue					0.02	
23	heater top	metal	Brown	Rm 11				0.06	
24	heater side	metal	Yellow					0	
25	heater wall	CB	Blue					0.04	

Notes: N = Negative
P = Positive

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name:

Site Address

Project No.

Survey Date

Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings K Shell mg/cm2	XRF Readings L Shell mg/cm2	XRF Readings K-Fe mg/cm2	Results	Comments
26	heater top	metal	brown					0.04	
27	heater wall	CB	white					0.05	
28	heater side	metal	yellow					0	
29	Cal 1							1.0	
30	Cal 2							1.1	
31	closet Door	wall	clear	RM 8				0	
32	closet frame	↓	↓	↓				0.01	
33	wall above closet	Sheetrock	gray					0.02	
34	ceiling in closet	↓	yellow	↓				0.02	
35	closet Door	wood	clear	RM 10				0.01	
36	closet frame	↓	↓					0.01	
37	closet ceiling	sheetrock	yellow					0.08	
38	wall above closet	↓	contact paper/wallpaper	↓				0.08	
39	closet Door	wood	clear	RM 6				0.05	
40	closet frame	wood	clear					0.02	
41	~~closet~~ wall above	~~sheetrock~~ ↓	gray					0.02	
42	closet ceiling	↓	yellow	↓				0.02	
43	closet Door	wood	clear	RM 3				0	
44	closet frame	↓	↓					0.01	
45	ceiling ~~in~~ closet	sheetrock	white					0.03	
46	wall above closet	↓	Blue	↓				0.04	
47	closet door	wood	clear					0.05	
48	closet frame	↓	↓					0.01	
49	closet ~~wall~~ ceiling	sheetrock	~~white~~ Blue					0.02	
50	closet ceiling	↓	white					0.05	

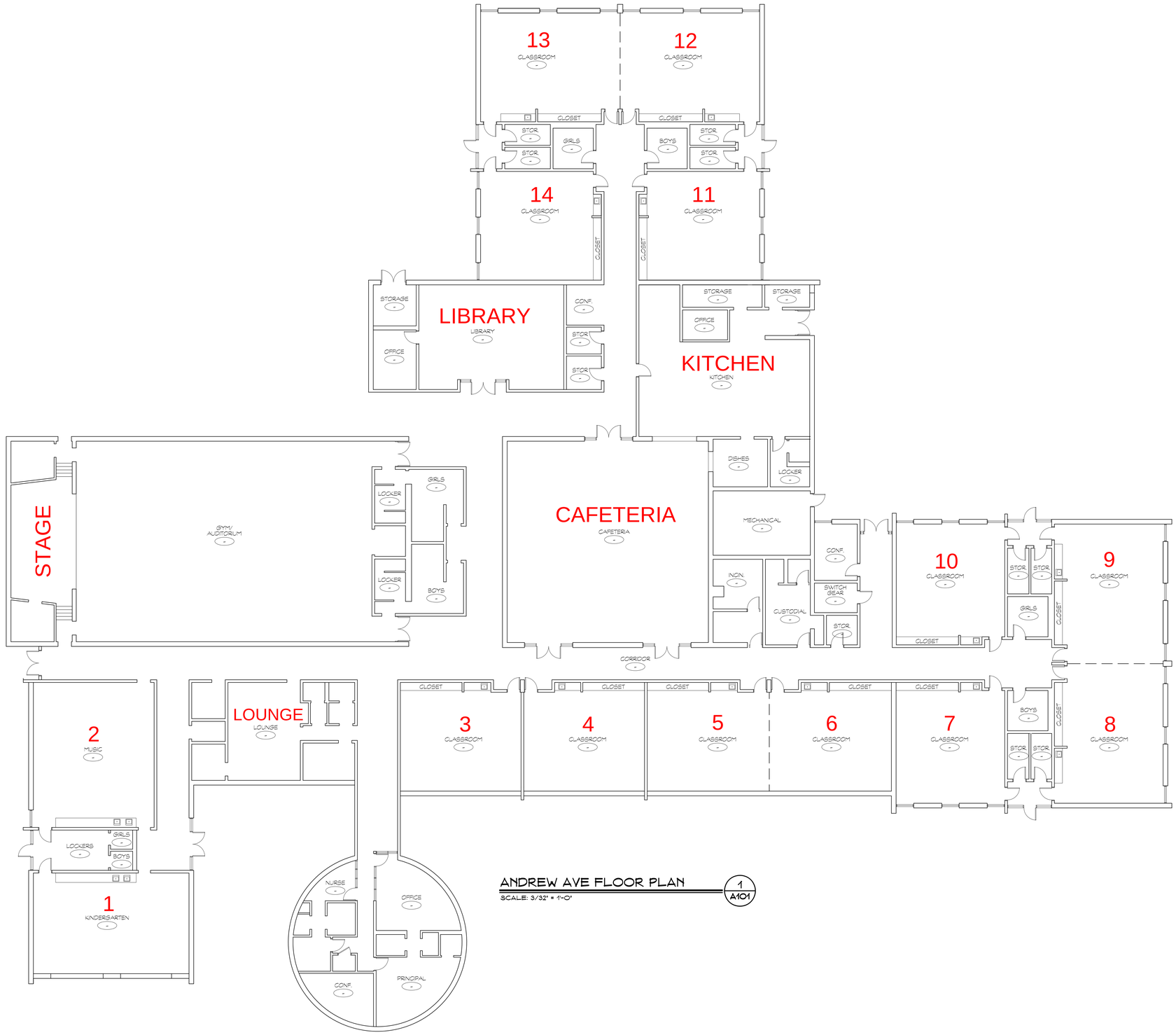
Notes: N = Negative
P = Positive

51 Cal 1.0
52 ↓ 0.9

14763\xrftest

Appendix C

Drawings



ANDREW AVE FLOOR PLAN

SCALE: 3/32" = 1'-0"

1 / A101

Project Title:

Naugatuck District Wide School Upgrades

497 Rubber Ave
Naugatuck, Connecticut 06770

SILVER / PETRUCELLI + ASSOCIATES
Architects / Engineers / Interior Designers

3190 Whitney Avenue, Hamden, CT 06518-2340
Tel. 203 230 9007 Fax. 203 230 8247
silverpetrucelli.com

Revision:	Description:	Date:	Revised By:
-	-	-	-

Drawing Title:

Andrew Ave ES
Existing Floor Plan

Date: APRIL 19, 2016
Scale: AS NOTED
Drawn By: RH
Project Number: 16.041

Drawing Number: A101

Appendix D

Langan Certifications and Accreditations

LANGAN

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436509	000191	04/30/17

PROFESSION
LEAD INSPECTOR RISK ASSESSOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436510	000041	04/30/17

PROFESSION
ASBESTOS CONSULTANT-INSP/MGMT PLANNER

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437365	000077	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT MONITOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437366	000058	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT DESIGNER

SIGNATURE _____ COMMISSIONER _____

QuES&T

Quality Environmental Solutions & Technologies, Inc
1376 Route 9, Wappingers Falls, NY 12590
Phone 845-298-6031 Fax 845-298-6251

HEREBY CERTIFIES THAT

MATTHEW MYERS

HAS SUCCESSFULLY COMPLETED A TRAINING SEMINAR IN:

NYS/EPA INSPECTOR REFRESHER

MEETING THE REQUIREMENTS OF NYSDOH 10 NYCRR, PART 73 AND TSCA TITLE 11 AND RECEIVED THIS CERTIFICATE BY:

KENNETH C. ECK
TRAINING DIRECTOR

NOTE: Official record of successful completion is DOH 2832 Certificate of Completion of Asbestos Safety Training

Note: DOH 2832 - A $20 fee shall be charged for replacement of Certificate of Completion DOH 2832

ON THIS DATE: 08/12/2015

CERTIFICATE NUMBER: 734718 **EXPIRATION DATE 08/12/2016**

© GOES 3970

LITHO IN U.S.A.

CERT# L-600 - 816

CHEMSCOPE TRAINING DIVISION

LEAD INSPECTOR/RISK ASSESSOR REFRESHER

8HOUR TRAINING CERTIFICATE

Matthew Myers

555 Long Wharf Drive , New Haven CT

Has attended an 8 hour course on the subject discipline in English on

9/3/2015 and has passed a written and hands on skills examination.

The above individual has successfully completed the above training course approved in accordance with the Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Examination Date: 9/3/2015

Expiration Date: 9/3/2016

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

Ronald D. Arena
Training Manager

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

© GOES 340

LITHO IN U.S.A.

LIMITED PRE-RENOVATION HAZARDOUS MATERIAL SURVEY REPORT

for

City Hill Middle School
441 City Hill Street
Naugatuck, Connecticut

Prepared For:

Silver/Petrucelli & Associates
3190 Whiney Avenue
Building 2
Hamden, Connecticut 06518

Prepared By:

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



Matthew A. Myers
Senior Hazmat Specialist

29 April 2016
140141601

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ACRONYMS

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

1.0 INTRODUCTION

Langan CT, Inc. (Langan) prepared this limited Pre-Renovation Hazardous Materials (Hazmat) Survey Report on behalf of the Silver Petrucelli & Associates Architects and the Town of Naugatuck to identify possible hazardous materials that may exist in limited portions of City Hill Middle School at 441 City Hill Street in Naugatuck, Connecticut. The survey was limited to the interior flooring areas of the existing cafeteria.

The objectives of this limited Pre-Renovation Hazmat Survey Report were to identify the presence/absence of accessible asbestos-containing materials (ACM) and lead-based paint (LBP) so these materials can be quantified and assessed in support of scheduled renovation activities (cafeteria floor replacement).

PROJECT INFORMATION

Client Name:	Silver/Petrucelli & Associates 3190 Whitney Avenue Building 2 Hamden, Connecticut	Property Visit Date:	21 April 2016
Professional's project #:	140141601	Construction Dates:	Approximately 1972, Addition in 1989
Consultant's Project Manager:	Matthew A. Myers	No. Buildings:	One
Phone No.:	203-562-5571	No. of Stories:	Three Story
Email:	mmyers@langan.com	Bldgs. Gross Footage:	Gross: 130,000 Square Feet Cafeteria: 6,100 Square Feet
Property Address:	441 City Hill Street		
Property Town, State:	Naugatuck, Connecticut	Property Use:	Middle School

The following sections summarize Hazmat findings for the limited areas of the building surveyed.

2.0 ASBESTOS-CONTAINING MATERIALS (ACM)

Terminology

Suspect Asbestos-Containing Materials

Asbestos was used in certain types of construction and building materials. Until a material is examined by using polarized light microscopy (PLM) or a similar technique, the building material is considered as a suspect asbestos-containing material. A few examples of these materials include wall and ceiling plasters, sheetrock/taping compound, flooring materials, cove base/adhesives, ceiling panels, thermal system insulation, fireproofing insulation, roofing materials, adhesives, damp-proofing/waterproofing materials, caulking and glazing compounds, etc. Any suspect ACM and/or building material of unknown asbestos content should be assumed to be an asbestos containing material and handled and disposed of accordingly. Demolition, renovation, maintenance or daily activities should not disturb building materials that are found to contain asbestos, assumed to contain asbestos or that have not been tested for possible asbestos content.

Asbestos–Containing Material

A material with an asbestos concentration greater than one percent by weight is considered as ACM by the United States Environmental Protection Agency (USEPA). Thus, a material which contains asbestos in concentrations greater than 1% by weight is considered as "positive" while materials that do not contain asbestos or asbestos is detected in concentrations less than one percent by weight are considered as "negative".

Regulatory Guidelines and Requirements

Federal

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovation and demolition activities, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegates responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate. OSHA considers any amount of asbestos to be regulated.

State

Asbestos in Connecticut is regulated by the State of Connecticut Department of Public Health (CTDPH), under Standards for Asbestos Abatement – Section 19a-333a-1 through 16 of Regulations of Connecticut State Agencies (RCSA) and Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consulting Services – Section 20-440-1 through 9 and Section 20-441 of RCSA.

Limited Asbestos Survey

During this limited survey, suspect ACM were separated into three USEPA categories. These categories are: thermal system insulation (TSI), surfacing materials and miscellaneous materials. TSI includes all materials used to prevent heat gain or loss or water condensation on mechanical systems. Typical examples of TSI are boiler, duct and tank insulation, pipe and pipe fitting insulation. Surfacing materials are sprayed, troweled or otherwise applied to an existing surface and common uses are fireproofing, decorative and acoustical plaster applications. Miscellaneous materials include all ACM not listed as TSI or surfacing and include: flooring materials, ceiling tiles, adhesives, caulking and glazing compounds, damp-proofing/tars/mastics, roofing materials, transite cement board, sink undercoating, sheetrock/taping compounds, cove base materials and other materials. State of Connecticut DPH licensed asbestos inspector Matthew Myers (#000041) performed the survey.

ACM Results Summary

A total of 16 bulk samples were collected and analyzed for possible asbestos content. Detailed bulk sampling results are included in Tables 1 below. Analytical asbestos laboratory data can be found in Appendix A.

As required by the USEPA, samples were analyzed by individual layers (i.e., floor tile & the associated mastic were analyzed as two separate samples, rough and finish coat plasters, etc.). Bulk samples of the suspect asbestos-containing materials (ACM) were analyzed using the Polarized Light Microscopy (PLM) analytical methodology in accordance with EPA Protocol 600/R-93/116. Select bulk sample materials, classified as Non-friable Organically Bound (NOB) (i.e. flooring materials, roofing materials, mastics), were additionally analyzed using PLM Point Count if they were found to contain low amounts of asbestos. The samples were analyzed by EMSL of Cinnaminson, New Jersey. EMSL is accredited by the National Voluntary Laboratory Program (NVLAP) and American Industrial Hygiene Association (AIHA).

Utilizing the USEPA protocol and criteria, the following materials were determined to be **non-ACM**:

Table 1 – Non-Asbestos Containing Materials

Material	Location	Sample ID
Black Fibrous Floor Material Below Rubber Flooring – Miscellaneous	Along Exterior Cafeteria Wall – Addition Portion of Cafeteria	042101A, B
Black Cove Base and Yellow and Dark Brown Adhesives – Miscellaneous	Cafeteria	042102A, B 042103A, B 042104A, B 042105A, B
Blue Rubber Flooring and Yellow Adhesives and Red Floor Leveler – Miscellaneous	Cafeteria	042106A, B 042107A, B 042108A, B

DISCLAIMERS: Some locations/materials were not surveyed during this survey due to current use, occupancy and damage required to inspect certain materials.

Inaccessible/Hidden Materials

Suspect asbestos containing materials may exist under the existing floor surfaces. The inspector checked several areas underneath the rubber flooring and found only yellow adhesive. There is the possibility that older black flooring mastic may exist in areas not checked in the cafeteria and should be assumed to contain asbestos if found.

Additional Materials in the Area(s) of Work

Samples were only collected from the cafeteria flooring materials in limited areas. Other building materials located in this area should be assumed to contain asbestos if they have not been sampled.

3.0 LEAD-BASED PAINT (LBP) XRF SCREENING

A lead paint screening was performed using an X-Ray Fluorescence (XRF) lead paint analyzer. Matthew Myers, a State of Connecticut DPH Certified Lead Inspector (#000191) performed the lead screening using a Niton XLp300.

LBP testing results are below. Some of the metal I-Beams had lead concentrations exceeding the HUD/EPA action level of equal to or greater than 1.0 mg/cm^2. Lead was found in the matrix

of the cove base; however this does not meet the definition of LBP. A copy of the LBP results are in Appendix B.

Table 2 - XRF Lead-Based Paint Screening Results

Survey ID #	Component	Substrate	Color	Test Location	Total Lead mg/cm^2	Results	Notes
1	Calibrate				0.9		
2	Calibrate				1.0		
3	Café Wall 1	Cinder Block	Blue	Under Window	0	Negative	
4	Cove Base	Vinyl	Black	Wall 1	3.8	Positive	
5	Window Sill	Wood	White	Wall 1	0	Negative	
6	Café Wall 2	Cinder Block	Blue	Under Window	0	Negative	
7	Pillar	Concrete	Blue	Wall 2	0	Negative	
8	Cove Base	Vinyl	Black	Wall 3	4.5	Positive	
9	Door	Metal	Brown	Wall 3	0	Negative	
10	Wall 4	Cinder Block	Blue	Wall 4	0.02	Negative	
11	I-Beam	Metal	Blue	Wall 4	2.6	Positive	
12	I Beam	Metal	Blue	Center of Café	0.03	Negative	
13	Square Post	Metal	Blue	Center of Café	4.5	Positive	
14	Square Post	Metal	Blue	Center of Café	3.3	Positive	
15	I Beam	Metal	Blue	Center of Café	4.1	Positive	
16	Cove Base	Vinyl	Black	Wall 4	4.3	Positive	

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

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

Prior to demolition/renovation/disturbance, a TCLP lead waste characterization sample should be obtained from representative building materials prior to removing and disposing of these materials in order to classify the appropriate disposal method if lead based paint will be part of

the waste stream. Langan is assuming the metal beams will not be impacted by the work and the cove base is not regulated LBP.

4.0 CONCLUSIONS AND RECOMMENDATIONS

Langan provides the following conclusions and recommendations, based on the findings of this limited Pre-Renovation Hazardous Building Materials Survey:

ACM was not identified in the cafeteria flooring materials. The inspector investigated several areas below the existing rubber flooring and did not find suspect asbestos containing black mastic. Should suspect asbestos containing black mastic or other materials be found during floor removal, the work should cease and the material(s) tested for possible asbestos content prior to disturbance. If a material is found to contain asbestos and will be disturbed by the flooring replacement project, it must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor.

Lead based paint was identified on some of the cafeteria metal beams but Langan believes these will not be disturbed by flooring replacement activities.

5.0 LIMITATIONS

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

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

Any suspect material that is not listed in this report must be assumed as ACM until confirmed otherwise via laboratory testing.

The consultant was not asked to test or analyze any caulking, glazing or sealant compounds or other materials for the presence of PCBs. PCB sampling was not included as part of this survey.

Appendix A

Analytical Laboratory Results and Chain of Custody – Asbestos Samples

LANGAN

OrderID: 041610596

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041610596

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: Langan CT	**EMSL-Bill to:** ☐ Same ☒ Different If Bill to is Different note instructions in Comments** Langan_InvoiceCapture@ConcurSolutions.com *Third Party Billing requires written authorization from third party*
Street: 555 Long Wharf Drive	
City: New Haven **State/Province:** CT	**Zip/Postal Code:** 06511 **Country:** USA
Report To (Name): Matthew Myers	**Telephone #:** 203.562.5771
Email Address: MMyers@Langan.com	**Fax #:** 203.789.6142 **Purchase Order:**
Project Name/Number: Naugatuck 140161601	**Please Provide Results:** ☐ Fax ☒ Email
U.S. State Samples Taken: CT	**CT Samples:** ☐ Commercial/Taxable ☒ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)

- ☒ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)
- Point Count ☒ 400 (<0.25%) ☐ 1000 (<0.1%) If <3%
- Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)
- ☐ NIOSH 9002 (<1%)
- ☐ NY ELAP Method 198.1 (friable in NY)
- ☐ NY ELAP Method 198.6 NOB (non-friable-NY)
- ☐ OSHA ID-191 Modified
- ☐ Standard Addition Method

TEM – Bulk

- ☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
- ☐ NY ELAP Method 198.4 (TEM)
- ☐ Chatfield Protocol (semi-quantitative)
- ☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
- ☐ TEM Qualitative via Filtration Prep Technique
- ☐ TEM Qualitative via Drop Mount Prep Technique

Other

☐ City Hill Middle School Naugatuck CT

☒ Check For Positive Stop – Clearly Identify Homogenous Group A, B, C

Date Sampled: 4/21/16

Samplers Name: Matt Myers **Samplers Signature:** [signature]

Sample #	HA #	Sample Location	Material Description
042101A		Cafe (addition portion)	Black Fibrous material along Exterior wall Floor
↓ B		↓	↓
042102A		↓	Black Cove Base
B		↓	Yellow Adhesive
03A		(older portion)	Black Cove Base
B		↓	↓
04A		↓	Yellow Adhesive
B		↓	↓
05A		↓	Dark Brown Adhesive
↓ B		↓	↓

RECEIVED 16 APR 25 AM 9:47 EMSL CINNAMINSON, NJ

Client Sample # (s): **Total # of Samples:**

Relinquished (Client): [signature] **Date:** 4/22/16 **Time:**

Received (Lab): EMSL Fx **Date:** 4-25-2016 **Time:** 9:00 AM

Comments/Special Instructions:

EMSL ANALYTICAL, INC.

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number *(Lab Use Only)*: 041610596

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE 800 220 3675
FAX 856 786-9974

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
042106A		Cafe (addition)	Blue Rubber Flooring
B		(original)	"
07A		(addition)	Yellow Adhesive
B		(original)	"
08A		(addition)	Red Leveler material
B		(original)	"

RECEIVED
EMSL
CINNAMINSON, NJ
16 APR 25 AM 10:47

*Comments/Special Instructions:

Page 2 of 2 pages

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610596
Customer ID: LANG78
Customer PO:
Project ID:

Attention: Matthew Myers
Langan Engineering & Environ. Services
Long Wharf Maritime Center
555 Long Wharf Drive
New Haven, CT 06511
Project: Naugatucket 140141601 / City Hall Middle School

Phone: (203) 562-5771
Fax: (203) 789-6142
Received Date: 04/25/2016 9:00 AM
Analysis Date: 04/26/2016
Collected Date: 04/21/2016

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
042101A *041610596-0001*	Café (addition portion) - Black floor fibrous material along exterior wall	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
042101B *041610596-0002*	Café (addition portion) - Black floor fibrous material along exterior wall	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
042102A *041610596-0003*	Café (addition portion) - Black cove base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042102B *041610596-0004*	Café (addition portion) - Yellow adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042103A *041610596-0005*	Café (older portion) - Black cove base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042103B *041610596-0006*	Café (older portion) - Black cove base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042104A *041610596-0007*	Café (older portion) - Yellow adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042104B *041610596-0008*	Café (older portion) - Yellow adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042105A *041610596-0009*	Café (older portion) - Dark brown adhesive	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042105B *041610596-0010*	Café (older portion) - Dark brown adhesive	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042106A *041610596-0011*	Café (addition portion) - Blue rubber flooring	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042106B *041610596-0012*	Café (original) - Blue rubber flooring	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042107A *041610596-0013*	Café (addition portion) - Yellow adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042107B *041610596-0014*	Café (original) - Yellow adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042108A *041610596-0015*	Café (addition portion) - Leveler material	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 04/26/2016 17:25:54

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610596
Customer ID: LANG78
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
042108B	Café (original) - Leveler material	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041610596-0016					

Analyst(s)
Brett Poulton (9)
Joseph Quiles (7)

Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial Report From: 04/26/2016 17:25:54

Appendix B

XRF Lead Based Paint Screening Results

LANGAN

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name: City Hall

Site Address

Project No.

Survey Date 4/25/16

Total Assays Reported:

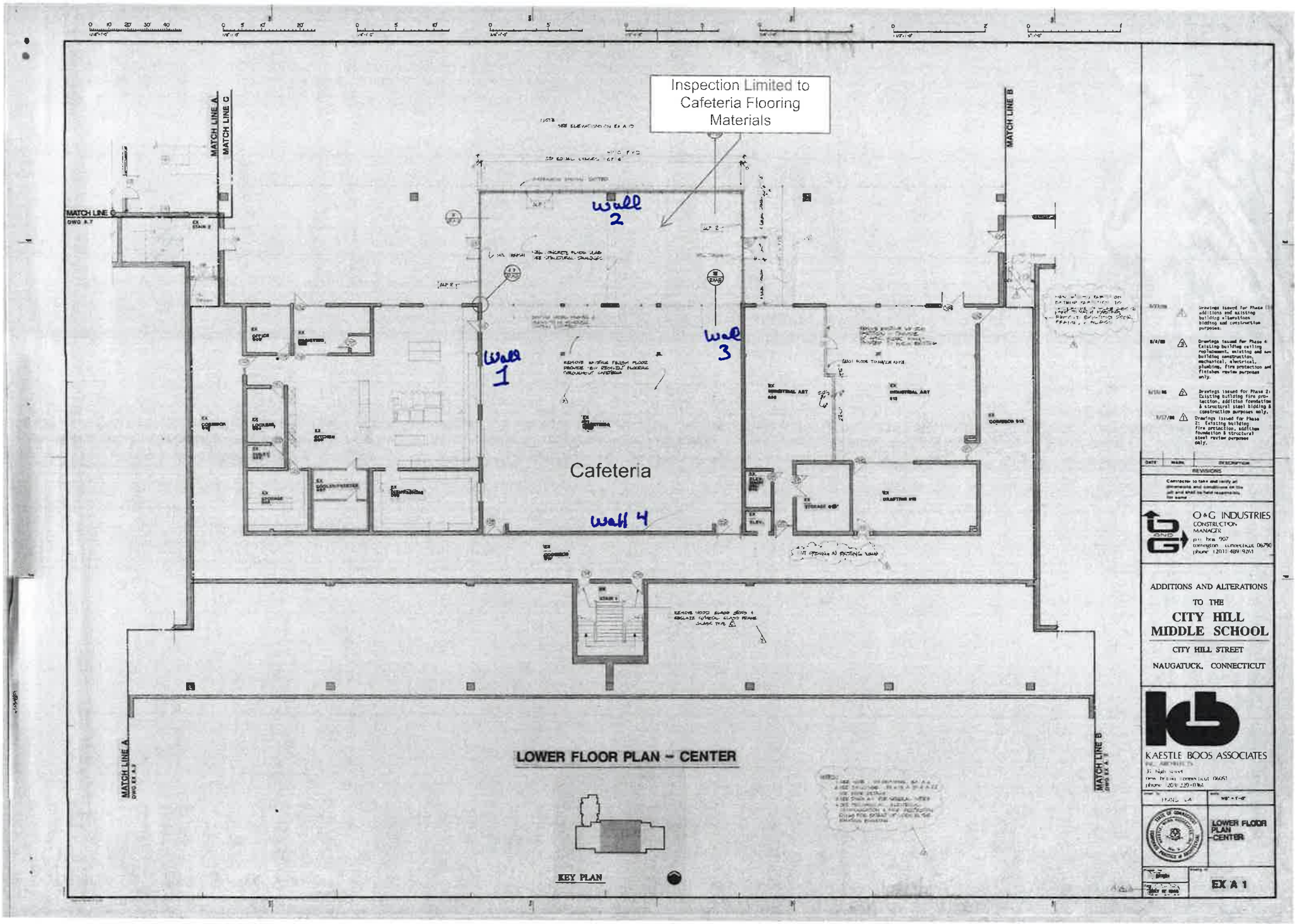
Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings K Shell mg/cm2	XRF Readings L Shell mg/cm2	XRF Readings K-Fe mg/cm2	Results	Comments
01	Self Cal.								
02	Cal 1							0.9	
03	Cal 2							1.0	
04	~~Cinder Block wall~~ cafe wall 1	CinderBlock	Blue	under window				0	
05	Cafe wall 1	vinyl Coveback	Black	under window				3.8	
06	Cafe wall 1	window sill	White	laminate sill				0	
07	cafe wall 2	CinderBlock	Blue	under window				0	
08	Cafe wall 2 pillar	concrete	Blue	concrete pillar				0	
09	Cafe wall 3	vinyl CoveBase	Black	under window				4.5	
10	wall 3 Door	Metal	Brown	Door				0	
11	wall 4	cinderblock	Blue	wall				0.02	
12	wall 4 I Beam	metal	Blue	wall 4				2.6	
13	I Beam	metal	Blue	center cafe				0.03	
14	Square post	metal	Blue	center cafe				4.5	
15	"	"	"	"				3.3	
16	I Beam	metal	"	"				4.1	
17	Cove Base	Vinyl	Black	wall 4				4.3	
18									
19									
20									
21									
22									
23									
24									
25									

Notes: N = Negative
P = Positive

Heaters are Aluminum

Appendix C

Drawing


Inspection Limited to Cafeteria Flooring Materials
Wall 1
Wall 2
Wall 3
Wall 4
Cafeteria
MATCH LINE A
MATCH LINE B
MATCH LINE C
LOWER FLOOR PLAN – CENTER
KEY PLAN
ADDITIONS AND ALTERATIONS
TO THE
CITY HILL MIDDLE SCHOOL
CITY HILL STREET
NAUGATUCK, CONNECTICUT
O&G INDUSTRIES
CONSTRUCTION MANAGER
KAESTLE BOOS ASSOCIATES
LOWER FLOOR PLAN - CENTER
EX A 1

Appendix D

Langan Certifications and Accreditations

LANGAN

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436509	000191	04/30/17

PROFESSION
LEAD INSPECTOR RISK ASSESSOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436510	000041	04/30/17

PROFESSION
ASBESTOS CONSULTANT-INSP/MGMT PLANNER

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437365	000077	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT MONITOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437366	000058	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT DESIGNER

SIGNATURE _____ COMMISSIONER _____

QuES&T

Quality Environmental Solutions & Technologies, Inc
1376 Route 9, Wappingers Falls, NY 12590
Phone 845-298-6031 Fax 845-298-6251

HEREBY CERTIFIES THAT

MATTHEW MYERS

HAS SUCCESSFULLY COMPLETED A TRAINING SEMINAR IN:

NYS/EPA INSPECTOR REFRESHER

MEETING THE REQUIREMENTS OF NYSDOH 10 NYCRR, PART 73 AND TSCA TITLE 11 AND RECEIVED THIS CERTIFICATE BY:

KENNETH C. ECK
TRAINING DIRECTOR

NOTE: Official record of successful completion is DOH 2832 Certificate of Completion of Asbestos Safety Training

Note: DOH 2832 - A $20 fee shall be charged for replacement of Certificate of Completion DOH 2832

ON THIS DATE: 08/12/2015

CERTIFICATE NUMBER: 734718 **EXPIRATION DATE 08/12/2016**

© GOES 3970

LITHO IN U.S.A.

CERT# L-600 - 816

CHEMSCOPE TRAINING DIVISION

LEAD INSPECTOR/RISK ASSESSOR REFRESHER

8HOUR TRAINING CERTIFICATE

Matthew Myers

555 Long Wharf Drive , New Haven CT

Has attended an 8 hour course on the subject discipline in English on

9/3/2015 and has passed a written and hands on skills examination.

The above individual has successfully completed the above training course approved in accordance with the Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Examination Date: 9/3/2015

Expiration Date: 9/3/2016

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

Ronald D. Arena
Training Manager

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

© GOES 340

LITHO IN U.S.A.

LIMITED PRE-RENOVATION HAZARDOUS MATERIAL SURVEY REPORT

for

Hillside Intermediate School
51 Hillside Avenue
Naugatuck, Connecticut

Prepared For:

Silver/Petrucelli & Associates
3190 Whitney Avenue
Building 2
Hamden, Connecticut 06518

Prepared By:

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

Matthew A. Myers
Senior Hazmat Specialist

2 May 2016
140141601

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ACRONYMS

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

1.0 INTRODUCTION

Langan CT, Inc. (Langan) prepared this limited Pre-Renovation Hazardous Materials (Hazmat) Survey Report on behalf of the Silver Petrucelli & Associates Architects and the Town of Naugatuck to identify possible hazardous materials that may exist in limited portions of Hillside Intermediate School at 51 Hillside Avenue in Naugatuck, Connecticut. The survey was limited to the ceilings throughout, primarily the second and third floor. Naugatuck reported that the ceilings on the first floor are being replaced by another project. This hazmat survey is meant to support previous AHERA inspections. Previous inspection report data can be found in Appendix C.

Previous AHERA and NESHAP inspection data had conflicting information about the ceiling tiles. The last three year AHERA re-inspection assumed the ceiling tiles throughout contain asbestos. TRC was reported to have taken ceiling tile bulk samples from throughout the school and asbestos containing ceiling tiles were only identified in the lower floor corridor near the music area and corridor near the faculty lavatory. Langan obtained bulk samples from the third and second floors and these appeared to be the same as the first floor so additional samples were obtained from throughout the first floor to compare the results against the ceiling tiles in the upper two floors. No ceilings were tested in the basement floor.

The objectives of this limited Pre-Renovation Hazmat Survey Report were to identify the presence/absence of accessible asbestos-containing materials (ACM) and lead-based paint (LBP) so these materials can be quantified and assessed in support of scheduled renovation activities (replacing internal communication system, installing new ceiling tiles (for second and third floor)).

PROJECT INFORMATION

Client Name:	Silver/Petrucelli & Associates 3190 Whitney Avenue Building 2 Hamden, Connecticut	Property Visit Date:	19 April 2016
Professional's project #:	140141601	Construction Dates:	Approximately 1904 and Renovated/ Addition in 1961
Consultant's Project Manager:	Matthew A. Myers	No. Buildings:	One
Phone No.:	203-562-5571	No. of Stories:	Three Story and Basement
Email:	mmyers@langan.com	Bldgs. Gross Footage:	62,000 Square Feet
Property Address:	51 Hillside Avenue		

Property Town, State:	Naugatuck, Connecticut	Property Use:	Intermediate School

The following sections summarize Hazmat findings for the limited areas of the building surveyed.

2.0 ASBESTOS-CONTAINING MATERIALS (ACM)

Terminology

Suspect Asbestos-Containing Materials

Asbestos was used in certain types of construction and building materials. Until a material is examined by using polarized light microscopy (PLM) or a similar technique, the building material is considered as a suspect asbestos-containing material. A few examples of these materials include wall and ceiling plasters, sheetrock/taping compound, flooring materials, cove base and adhesives, ceiling panels, thermal system insulation, fireproofing insulation, roofing materials, adhesives, damp-proofing/waterproofing materials, caulking and glazing compounds, etc. Any suspect ACM and/or building material of unknown asbestos content should be assumed to be an asbestos containing material and handled and disposed of accordingly. Demolition, renovation, maintenance or daily activities should not disturb building materials that are found to contain asbestos, assumed to contain asbestos or that have not been tested for possible asbestos content.

Asbestos–Containing Material

A material with an asbestos concentration greater than one percent by weight is considered as ACM by the United States Environmental Protection Agency (USEPA). Thus, a material which contains asbestos in concentrations greater than 1% by weight is considered as "positive" while materials that do not contain asbestos or asbestos is detected in concentrations less than one percent by weight are considered as "negative".

Regulatory Guidelines and Requirements

Federal

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations

related to asbestos during renovation and demolition activities, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegates responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate. OSHA considers any amount of asbestos to be regulated.

State

Asbestos in Connecticut is regulated by the State of Connecticut Department of Public Health (CTDPH), under Standards for Asbestos Abatement – Section 19a-333a-1 through 16 of Regulations of Connecticut State Agencies (RCSA) and Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consulting Services – Section 20-440-1 through 9 and Section 20-441 of RCSA.

Limited Asbestos Survey

During this limited survey, suspect ACM were separated into three USEPA categories. These categories are: thermal system insulation (TSI), surfacing materials and miscellaneous materials. TSI includes all materials used to prevent heat gain or loss or water condensation on mechanical systems. Typical examples of TSI are boiler, duct and tank insulation, pipe and pipe fitting insulation. Surfacing materials are sprayed, troweled or otherwise applied to an existing surface and common uses are fireproofing, decorative and acoustical plaster applications. Miscellaneous materials include all ACM not listed as TSI or surfacing and include: flooring materials, ceiling tiles, adhesives, caulking and glazing compounds, damp-proofing/tars/mastics, roofing materials, transite cement board, sink undercoating, sheetrock/taping compounds, cove base materials and other materials. State of Connecticut DPH licensed asbestos inspector Matthew Myers (#000041) performed the survey.

ACM Results Summary

A total of 33 bulk samples were collected and 32 were analyzed for possible asbestos content. Detailed bulk sampling results are included as Tables 1 and 2 below. Analytical asbestos laboratory data can be found in Appendix A.

As required by the USEPA, samples were analyzed by individual layers (i.e., floor tile & the associated mastic were analyzed as two separate samples, rough and finish coat plasters, etc.). Bulk samples of the suspect asbestos-containing materials (ACM) were analyzed using the Polarized Light Microscopy (PLM) analytical methodology in accordance with EPA Protocol 600/R-93/116. Select bulk sample materials, classified as Non-friable Organically Bound (NOB) (i.e. flooring materials, roofing materials, mastics), were additionally analyzed using PLM Point Count if they were found to contain low amounts of asbestos. The samples were analyzed by EMSL of Cinnaminson, New Jersey. EMSL is accredited by the National Voluntary Laboratory Program (NVLAP) and American Industrial Hygiene Association (AIHA).

Utilizing the USEPA protocols and criteria, the following materials were determined to be **ACM**:

Table 1 – Asbestos Containing Materials

Material	Location	% Asbestos and Sample ID	Estimated Quantity of ACM
Ceiling Tile, Older with Deep (Slit) Grooves – Miscellaneous	**Building Addition - Rear Stage Stairwell Adjacent Gym (unknown in other places)**	ACM 10% Amosite 041913A	**Unknown – additional inspection is recommended**

Utilizing the USEPA protocol and criteria, the following materials were determined to be **non-ACM**:

Table 2 – Non-Asbestos Containing Materials

Material	Location	Sample ID
Sheetrock/Taping Compound – Miscellaneous	Original Building (see chain of custody for location of samples)	041901 - 03
Wall and Ceiling Plaster (White, Tan and Gray Coats) – Surfacing	Throughout Original Building and Addition (see chain of custody for location of samples)	041904A - C 041905A - C 041906A - C 041907A - C

Material	Location	Sample ID
Ceiling Tiles – Miscellaneous (mix of grey and pink ceiling tiles – color of middle of tiles)	Throughout (see chain of custody for location of samples)	041908 -11 041912A, B 041914A, B 041915 - 22

DISCLAIMERS: Some locations/materials were not sampled during this survey due to location, known renovation activities and damage required to inspect certain materials/areas.

Building Materials Throughout

This inspection was limited to specific interior building materials. Several other building materials throughout are assumed to contain asbestos (previous AHERA three year re-inspection). Sampling was confirmatory sampling in addition to past AHERA and NESHAP inspection data. The basement level was not included in the survey and it should be noted that the boiler room ceiling appears to have a residual material that may have been partially scraped off (may contain asbestos).

Ceiling Tile Bulk Sample Results

Langan recommends additional visual inspection and depending upon the findings, possible additional bulk sampling. Langan's ceiling tile survey found asbestos containing ceiling tiles in the first floor addition only and it should be confirmed that these ceiling tiles (or other asbestos containing ceiling tiles) do not exist in the original building.

3.0 LEAD-BASED PAINT (LBP) XRF SCREENING

A lead paint screening was performed using an X-Ray Fluorescence (XRF) lead paint analyzer. Matthew Myers, a State of Connecticut DPH Certified Lead Inspector (#000191) performed the lead screening using a Niton XLp300.

LBP testing results are below the HUD/EPA action level of equal to or greater than 1.0 mg/cm^2. Testing results can be found in Appendix B.

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

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

4.0 UNIVERSAL WASTE ASSESSMENT

Completion of detailed Universal Waste Assessment (identifying the number and location of Universal Waste items) was not conducted as part of this limited Pre-Renovation Hazardous Building Materials Survey. However, universal waste items may be present in the existing communication system. All universal waste that is present in the building and scheduled for removal will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal, State, and local regulations.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Langan provides the following conclusions and recommendations, based on the findings of this limited Pre-Renovation Hazardous Building Materials Survey:

Asbestos was not identified in the limited ceiling tiles sampled throughout the second and third floors. Asbestos containing ceiling tiles were identified in the building addition (music/gymnasium wing). Langan recommends additional visual inspection and depending upon the findings, possible additional bulk sampling to confirm the exact locations of the asbestos containing and non-asbestos containing ceiling tiles. This project is supposed to include the second and third floors only and Naugatuck is conducting the first floor ceiling replacement project separately. Prior to renovation, any identified ACM that will be disturbed by renovation activities must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor. A State of Connecticut licensed Asbestos Designer should create specifications and an Asbestos Project Monitor should perform project oversight and air testing in accordance with the Federal and State regulations. These are all requirements of the CTDPH Standards.

Additional sampling/visual investigation may be required if previously inaccessible suspect asbestos containing materials are discovered. These materials, if existing, must be assumed to contain asbestos until sampling proves otherwise.

All universal waste present in the building, to be disturbed as part of renovation activities, should be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling and disposal must be performed in accordance with applicable Federal, State, and local regulations.

6.0 LIMITATIONS

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

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

Any suspect material that is not listed in this report must be assumed as ACM until confirmed otherwise via laboratory testing.

The consultant was not asked to test or analyze any caulking, glazing or sealant compounds or other materials for the presence of PCBs. PCB sampling was not included as part of this survey.

Appendix A

Analytical Laboratory Results and Chain of Custody – Asbestos Samples

OrderID: 041610175

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041610175

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: Langan CT	**EMSL-Bill to:** ☐ Same ☒ Different If Bill to is Different note Instructions in Comments** Langan_InvoiceCapture@ConcurSolutions.com *Third Party Billing requires written authorization from third party*
Street: 555 Long Wharf Drive	
City: New Haven **State/Province:** CT	**Zip/Postal Code:** 06511 **Country:** USA
Report To (Name): Matthew Myers	**Telephone #:** 203.562.5771
Email Address: MMyers@Langan.com	**Fax #:** 203.789.6142 **Purchase Order:**
Project Name/Number: Naugatuck 140141601	**Please Provide Results:** ☐ Fax ☒ Email
U.S. State Samples Taken: CT	**CT Samples:** ☐ Commercial/Taxable ☒ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM – Bulk
☒ PLM EPA 600/R-93/116 (<1%)	☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
☐ PLM EPA NOB (<1%)	☐ NY ELAP Method 198.4 (TEM)
Point Count ☒ 400 (<0.25%) ☐ 1000 (<0.1%) If <3%	☐ Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
☐ NIOSH 9002 (<1%)	☐ TEM Qualitative via Filtration Prep Technique
☐ NY ELAP Method 198.1 (friable in NY)	☐ TEM Qualitative via Drop Mount Prep Technique
☐ NY ELAP Method 198.6 NOB (non-friable-NY)	**Other**
☐ OSHA ID-191 Modified	☐ Hillside Intermediate School Naugatuck, CT
☐ Standard Addition Method	

☒ Check For Positive Stop – Clearly Identify Homogenous Group A, B, C – **Date Sampled:** 4/19/16

Samplers Name: Matt Myers **Samplers Signature:** [signature]

Sample #	HA #	Sample Location	Material Description	
041901		1st Floor Stairwell by Rm 10	Sheetrock	Confirming Sample
02		↓	Taping Compound	
03		↓	Sheetrock / Taping Composite	
041904A		3rd Floor Corridor	White coat plaster	Confirmatory Samples
B		2nd ↓	↓	
C		1st Floor Stairwell (by Rm 10)	↓	
041905A		3rd Floor Corridor	Ten Coat Plaster	11
B		2nd ↓	↓	
C		1st Floor Stairwell (by Rm 10)	↓	

RECEIVED EMSL CINNAMINSON, NJ 16 APR 21 AM 11:17

Client Sample # (s): **Total # of Samples:** 33/36

Relinquished (Client): [signature] **Date:** 4/20/16 **Time:** 5:30 pm

Received (Lab): Beverly Email **Date:** 4/21/16 **Time:** 940

Comments/Special Instructions:

Controlled Document – Asbestos COC – R8 – 11/29/2012

Page 1 of 2 pages

(33)

OrderID: 041610175

EMSL ANALYTICAL, INC

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number *(Lab Use Only)*

041610175

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
041906A		Bldg Addition - 1st Floor Shower/Storage	White Coat Plaster
B		"	"
C		"	"
041907A		"	Tan Coat Plaster
B		"	"
C		"	"
041908		[redacted] 3rd Floor Corridor	2x4 Ceiling Tile Gray (older)
09		2nd Floor 35-B	"
10		3rd Floor Stairwell	"
11		1st Floor Corridor (Girls Restroom)	"
041912A		3rd Floor Girls Bathroom	Ceiling Tile (newer)
B		"	"
041913A		Addition small stair adjacent Gym	(Big 51.7)
B		"	"
041914A		Corridors	(newer)
B		"	"
041915		Classroom 39	Ceiling Tile BLACK (older)
16		Classroom 34	"
17		" 21	"
18		2nd Flr [redacted] Corridor	"
19		1st Floor [redacted] MIDDLE STAIRWELL	"
20		1st Floor CORRIDOR (Area 10/11)	"
21		Kitchen - 1st Floor	"
22		1st Floor - Cafe	"

Analyze All

Analyze All

*Comments/Special Instructions:

If pink comes back negative analyze 3 white coating
① 15 or 16
② [redacted] 17 or 18
③ one from 19-22

Page 2 of 2 pages

Controlled Document – Chain of Custody – 08/28/2012

RECEIVED EMSL CINNAMINSON, NJ 2012 AUG 31 AM 11:17

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610175
Customer ID: LANG78
Customer PO:
Project ID:

Attention: Matthew Myers
Langan Engineering & Environ. Services
Long Wharf Maritime Center
555 Long Wharf Drive
New Haven, CT 06511
Project: Hillside Intermediate School, Naugatuck, CT / 140141601

Phone: (203) 562-5771
Fax: (203) 789-6142
Received Date: 04/21/2016 9:40 AM
Analysis Date: 04/22/2016
Collected Date: 04/19/2016

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
041901 *041610175-0001*	1st Floor Stairwell by Rm 10 - Sheetrock	Brown/White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
041902 *041610175-0002*	1st Floor Stairwell by Rm 10 - Taping Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041903 *041610175-0003*	1st Floor Stairwell by Rm 10 - Sheetrock/Taping Composite	Brown/White Fibrous Homogeneous	8% Cellulose 2% Glass	90% Non-fibrous (Other)	None Detected
041904A *041610175-0004*	3rd Floor Corridor - White Coat Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041904B *041610175-0005*	2nd Floor Corridor - White Coat Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041904C *041610175-0006*	1st Floor Stairwell (by Rm 10) - White Coat Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041905A *041610175-0007*	3rd Floor Corridor - Tan Coat Plaster	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041905B *041610175-0008*	2nd Floor Corridor - Tan Coat Plaster	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041905C *041610175-0009*	1st Floor Stairwell (by Rm 10) - Tan Coat Plaster	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041906A *041610175-0010*	Bldg Addition - 1st Floor Shower/Storage - White Coat Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041906B *041610175-0011*	Bldg Addition - 1st Floor Shower/Storage - White Coat Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041906C *041610175-0012*	Bldg Addition - 1st Floor Shower/Storage - White Coat Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041907A *041610175-0013*	Bldg Addition - 1st Floor Shower/Storage - Tan Coat Plaster	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041907B *041610175-0014*	Bldg Addition - 1st Floor Shower/Storage - Tan Coat Plaster	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041907C *041610175-0015*	Bldg Addition - 1st Floor Shower/Storage - Tan Coat Plaster	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 04/22/2016 14:30:42

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610175
Customer ID: LANG78
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
041908 *041610175-0016*	3rd Floor Corridor - 2x4 Ceiling Tile Gray (Older)	Gray Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041909 *041610175-0017*	3rd Floor 35-B - 2x4 Ceiling Tile Gray (Older)	Gray Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041910 *041610175-0018*	3rd Floor Stairwell - 2x4 Ceiling Tile Gray (Older)	Gray Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041911 *041610175-0019*	1st Floor Corridor (Going to Addition) - 2x4 Ceiling Tile Gray (Older)	Gray Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041912A *041610175-0020*	3rd Floor Girls Bathroom - Ceiling Tile (Newer)	Gray/White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041912B *041610175-0021*	3rd Floor Girls Bathroom - Ceiling Tile (Newer)	Gray/White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
041913A *041610175-0022*	Addition Small Stair adjacent Gym - Ceiling Tile (Big Slit)	Gray/White Fibrous Homogeneous	70% Min. Wool	20% Non-fibrous (Other)	10% Amosite
041913B *041610175-0023*	Addition Small Stair adjacent Gym - Ceiling Tile (Big Slit)				Positive Stop (Not Analyzed)
041914A *041610175-0024*	Addition Corridor - Ceiling Tile (Newer)	Gray/White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041914B *041610175-0025*	Addition Corridor - Ceiling Tile (Newer)	Gray/White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
041915 *041610175-0026* *Could not seperate white coating from ceiling tile*	Classroom 39 - Ceiling Tile Pink (Older)	White/Pink Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041916 *041610175-0027*	Classroom 34 - Ceiling Tile Pink (Older)	White/Pink Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041917 *041610175-0028* *Could not seperate white coating from ceiling tile*	Classroom 21 - Ceiling Tile Pink (Older)	White/Pink Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041918 *041610175-0029*	2nd Flr Corridor - Ceiling Tile Pink (Older)	White/Pink Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041919 *041610175-0030* *Could not seperate white coating from ceiling tile*	1st Floor Middle Stairwell - Ceiling Tile Pink (Older)	White/Pink Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041920 *041610175-0031*	1st Floor Corridor (by Rm 10/11) - Ceiling Tile Pink (Older)	White/Pink Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041921 *041610175-0032*	Kitchen - 1st Floor - Ceiling Tile Pink (Older)	White/Pink Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041922 *041610175-0033*	1st Floor - Café - Ceiling Tile Pink (Older)	White/Pink Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected

Initial Report From: 04/22/2016 14:30:42

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order:	041610175
Customer ID:	LANG78
Customer PO:	
Project ID:	

Analyst(s)
Steven Quinn (26)
Seri Smith (6)

Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial Report From: 04/22/2016 14:30:42

Appendix B

XRF Lead-Based Paint Screening Results

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name: hillside Ave

Site Address

Project No.

Survey Date 4/25/16

Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings K Shell mg/cm2	XRF Readings L Shell mg/cm2	XRF Readings K-Fe mg/cm2	Results	Comments
01	CCI 1							0.9	
02	CCI 2							1.0	
03	~~Plaster~~ wall	plaster	yellow	~~CONCRETE~~ RM 23				0	
04	cove base	Vinyl	Brown	RM 23				0	
05	wall/wainscoting	rubber/vinyl	Yellow	RM 23				0.7	
06	wall	Sheetrock	yellow	RM 25				0.1	
07	Door frame	metal	Red	↓				0.04	
08	Door	Wood	Clear	↓				0	
09	wall/wainscoting	rubber/vinyl	yellow	↓				2.3	
10	cove base	vinyl	Brown	↓				3.7	
11	wall	plaster	Yellow	cafe wall				0	
12	cove base	vinyl	red	↓				0	
13	Door frame	metal	red	↓				0	
14	Door	metal	red	↓				0	
15	wall	plaster	yellow	computer room/ID				0	
16	wainscoting	rubber/vinyl	red	↓				0.17	
17	wall	plaster	yellow	Art / 12				0.01	
18	Ceiling	plaster	white	outside ↓				0	
19	wall	Cinder Block	red	Band / 18A/B				0.07	
20	wall	vinyl / Rubber	Yellow	corridor				0.8	
21	wall	plaster	yellow	RM 14				0	
22	wall	plaster	yellow	reading Rm				0	
23	Ceiling	plaster	White	RM 29				0	
24	wall	Plaster	yellow	↓				0.1	
25	wall	Plaster	Yellow	RM 33				0	

Notes: N = Negative
P = Positive

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name:

Site Address

Project No.

Survey Date

Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings			Results	Comments
					K Shell mg/cm2	L Shell mg/cm2	K-Fe mg/cm2		
26	DOOR FRAME	METAL	RED	RM35				D	
27	DOOR	WOOD	CLEAR					D	
28	WALL	WOOD	YELLOW					D	
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
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49									
50									

Notes: N = Negative
P = Positive

Appendix C

Previous Asbestos Inspection Report Data

LANGAN

TABLE 1
BULK SAMPLE SUMMARY OF SUSPECT ASBESTOS CONTAINING MATERIALS
HILLSIDE INTERMEDIATE SCHOOL
NAUGATUCK , CONNECTICUT

Sample No.	Sample Location	Homogeneous Material	% and Type Asbestos
4/27/07 Bulk Sampling			
1	1st floor at stairwell landing	2'x4' ceiling tile with hole pattern	ND<1%
5/15/07 Bulk Sampling			
1	1st floor corridor outside boys restroom	2'x4' ceiling tile with hole pattern (pink back side)	ND<1%
2	Basement corridor at center stairwell	2'x4' ceiling tile with hole pattern (pink back side)	ND<1%
3	Basement corridor outside Room 13	2'x4' ceiling tile with hole pattern (pink back side)	ND<1%
4	1st floor boys restroom	2'x4' sheetrock ceiling tile (smooth)	ND<1%
5	1st floor boys restroom	2'x4' sheetrock ceiling tile (smooth)	ND<1%
6	1st floor boys restroom	2'x4' sheetrock ceiling tile (smooth)	ND<1%
7	2nd floor corridor outside Room 35	2'x4' ceiling tile with hole pattern (gray back side)	ND<1%
8	2nd floor corridor outside Room 35	2'x4' ceiling tile with hole pattern (gray back side)	ND<1%
9	2nd floor corridor outside Room 35	2'x4' ceiling tile with hole pattern (gray back side)	ND<1%
10	Basement corridor before music area	2'x4' ceiling tile with hole pattern (gray back side)	10% amosite
11	Basement corridor outside music room	2'x4' ceiling tile (etched/wormhole pattern)	ND<1%
12	Basement corridor outside girls restroom	2'x4' ceiling tile (etched/wormhole pattern)	ND<1%
13	Basement lobby at gymnasium	2'x4' ceiling tile (etched/wormhole pattern)	ND<1%
10/1/10 Bulk Sampling Results			
1	Upper entrance	White caulk	ND<1%[1]
2	Upper entrance	White caulk	ND<1%
3	Upper entrance	White caulk	ND<1%
4	Reading Room storage room	Ceiling plaster	ND<1%
		Skim coat	ND<1%

NA/PVA Not analyzed/positive via inseparable association with a confirmed positive ACM
NA/PS Not analyzed/positive stop, homogeneous to sample proven to contain asbestos
ND<1% Non-detected, less than 1%
NAD No asbestos detected
\+ Although found to be negative by analysis, material is homogeneous to a determined ACM and therefore must be considered positive
1 NOB material; result confirmed by TEM analyses
* Quantified by PLM Point Counting techniques

TABLE 1 (...continued)
BULK SAMPLE SUMMARY OF SUSPECT ASBESTOS CONTAINING MATERIALS
HILLSIDE INTERMEDIATE SCHOOL
NAUGATUCK , CONNECTICUT

Sample No.	Sample Location	Homogeneous Material	% and Type Asbestos
5	Reading Room storage room	Ceiling plaster	ND<1%
		Skim coat	ND<1%
6	Reading Room storage room	Ceiling plaster	ND<1%
		Skim coat	ND<1%
6/9/15 Bulk Sampling Results			
1	Hallway outside Band Room	2'x4' ceiling tiles with wormholes (CT1)	ND
2	Hallway outside Gym	2'x4' ceiling tiles with wormholes (CT1)	ND
3	Hallway outside Faculty Lavatory	2'x4' ceiling tiles with pinholes	5% amosite
4	Hallway outside Faculty Lavatory	2'x4' ceiling tiles with pinholes	NA/PS
5	Hallway outside Room 12	Older 2'x4' ceiling tiles with pinholes (CT3)	ND
6	Hallway outside Room 13	Older 2'x4' ceiling tiles with pinholes (CT3)	ND

NA/PVA Not analyzed/positive via inseparable association with a confirmed positive ACM
NA/PS Not analyzed/positive stop, homogeneous to sample proven to contain asbestos
ND<1% Non-detected, less than 1%
NAD No asbestos detected
\+ Although found to be negative by analysis, material is homogeneous to a determined ACM and therefore must be considered positive
1 NOB material; result confirmed by TEM analyses
* Quantified by PLM Point Counting techniques

TABLE 2
IDENTIFIED ASBESTOS CONTAINING MATERIALS (>1%)
HILLSIDE INTERMEDIATE SCHOOL
NAUGATUCK , CONNECTICUT

Material	Sampled-Assumed (mo/yr)	General Location	NESHAP Category	AHERA Category	Estimated Quantity
2'x4' ceiling tile with pinhole pattern (gray back side)	Sampled 5/07 & 6/15	Lower level of original building	Friable	Miscellaneous	6,102 SF
Mudded pipe fittings above 2'x4' asbestos ceiling tile	Assumed 6/15	Lower level of original building	Friable	Thermal system insulation	110 MF
Recessed lighting (contaminated)	Assumed 3/16	Lower level of original building	Category II Non Friable	Miscellaneous	Undetermined
Sprinkler heads (contaminated)	Assumed 3/16	Lower level of original building	Category II Non Friable	Miscellaneous	~ 50 sprinkler heads

**** Roof tars have been completely exempted from OSHA Asbestos regulations and, as a Category I Non-friable material, do not need to be removed from a structure prior to renovation/demolition under EPA Asbestos NESHAP regulations and, so long as the materials are exterior to a structure and will remain Category I Non-friable materials during renovation/demolition, are not covered under the CTDPH Asbestos Abatement standards. In addition, as Category I Non-friable materials, the roof tars do not need to be disposed of as asbestos waste under the EPA Asbestos NESHAP regulations; however, the CTDEEP special waste regulations would not allow the material to be disposed of as general construction waste within the State of Connecticut. Disposal of the roof tars as general construction waste (so long as the materials are not rendered into a state which would define them as regulated asbestos-containing materials (RACM), i.e., friable) is, however, allowed in other states such as Massachusetts.***

AHERA Categories = thermal system insulation (TSI), surfacing material or miscellaneous
NESHAP Categories = friable, category I non-friable or category II non-friable
Friable = crumbled, pulverized or reduced to powder by hand pressure when dry
Category I Non-friable = packings, gaskets, resilient floor covering and asphalt roofing
Category II Non-friable = all non-friable that is not Category I

TABLE 3
CONFIRMED NON-ASBESTOS CONTAINING MATERIALS
HILLSIDE INTERMEDIATE SCHOOL
NAUGATUCK , CONNECTICUT

Material	General Location
2'x4' ceiling tile with hole pattern	1st floor at stairwell landing
2'x4' ceiling tile with hole pattern (pink back side)	Basement corridor at center stairwell and outside Room 13
2'x4' sheetrock ceiling tile (smooth)	1st floor boys restroom
2'x4' ceiling tile with hole pattern (gray back side)	2nd floor corridor outside Room 35
2'x4' ceiling tile (etched/wormhole pattern)	Basement corridor outside girls restroom, outside music room, lobby at gymnasium, hallway outside Band Room, hallway outside Gym
White caulk	Upper entrance
Ceiling plaster/skim coat	Reading Room storage room
Older 2'x4' ceiling tiles with pinholes (CT3)	Hallway outside Rooms 12 & 13

4 Re-Inspection Report

4.1 Review of Existing Records

An important part of this AHERA re-inspection involved researching prior documentation that is required to be present at the school, as well as at the central recordkeeping location where management plans are stored.

Please see *Appendix A* for the checklist for existing records.

4.2 Re-inspection Summary

The on-site portion of the re-inspection was documented on forms modeled after examples provided by the EPA and reviewed with the CTDPH. The first form, **Re-inspection Form 1A,** identifies previous inspection data gathered during the initial AHERA inspection and subsequent re-inspection (see *Appendix B*). This form is useful to reference response actions (if any), which have been performed since the last inspection, as well as identifies the last known conditions of ACBM in the building. It additionally provides the inspector a "quick glance" reference when performing the re-inspection.

The second EPA form, **Re-inspection Form 1B,** is used to list all known or assumed asbestos-containing materials that were previously unidentified (See *Appendix C*). It also lists the ACBM in areas newly-acquired by the school for student use either permanently or temporarily.

The third EPA form, **Re-inspection Form 2,** was used to provide information and justification regarding re-assessment of the ACBM (see *Appendix D*). This form also provides response action recommendations, including a tentative schedule for completing response actions that recommend removal or repair.

No bulk samples were collected during this re-inspection.

Using EPA protocol and criteria, the following materials existing in Hillside Intermediate School at the time of this three-year re-inspection have been determined and/or assumed to be **ACBM**. Please refer to the above-mentioned Re-inspection Forms for specific locations of the materials.

Table 1
Asbestos-Containing Building Materials

Material	Location	Reference	Asbestos Content
Pipe Insulation	Service Tunnels & Basement Crawlspace	All Available AHERA/NESHAP Documentation	Not Available

Material	Location	Reference	Asbestos Content
Pipe Fitting Insulation	Boiler Room, North Stairwell, Basement Rooms, above ceilings in Addition, Stage, & Gymnasium	All Available AHERA/NESHAP Documentation	Not Available
Black Roof Drain Bowl Insulation	Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
2' x 4' Suspended Pin Hole Pattern Ceiling Tile	Rooms 10, 11 - 15, 17, 20 - 29, & 31 - 40, Main Office, Principal's Office, Cafeteria, 1st - 3rd Floor Corridor, 1st Floor Faculty Bathroom, & Boy's Locker Room	All Available AHERA/NESHAP Documentation	Not Available
2' x 4' Suspended Smooth Pattern Ceiling Tile	1st & 2nd Floor Bathrooms, Boy's 3rd Floor Bathroom, 1st, & Bathrooms by Gymnasium	EnviroScience 2015 Re-Inspection[1]	Assumed
2' x 4' Suspended Rough Pattern Ceiling Tile	Girl's 3rd Floor Bathroom	EnviroScience 2015 Re-Inspection[1]	Assumed
1' x 1' Glue-Set Ceiling Tile	Rooms 16 - 18	EnviroScience 2015 Re-Inspection[1]	Assumed
Glue Daub associated with 1' x 1' Ceiling Tile	Rooms 16 - 18	EnviroScience 2015 Re-Inspection[1]	Assumed
Wallboard	Rooms 16 - 18, 21A, 23, 27, 31, 31A, 39, & 40, 1st & 2nd Floor Corridors	EnviroScience 2015 Re-Inspection	Assumed
Gypsum Paneling	Rooms 10, 11 - 14, 21, 22 - 27, 31, 32 - 36, & 39	EnviroScience 2015 Re-Inspection	Assumed
Joint/Taping Compound	Rooms 10, 11 - 14, 16 - 18, 21 - 27, 31 - 36, 39, & 40, 1st & 2nd Floor Corridors	EnviroScience 2015 Re-Inspection	Assumed
Concrete Masonry Unit (CMU) Wall	Rooms 17 & 18, 1st Floor Corridor (addition), Boy's & Girl's Bathroom by Gym	EnviroScience 2015 Re-Inspection	Assumed
CMU Wall Mortar	Rooms 17 & 18, 1st Floor Corridor (addition), Boy's & Girl's Bathroom by Gym	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Blue 4" x 4" Ceramic Wall Tile	Room 31A Bathroom	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with Blue 4" x 4" Ceramic Wall Tile	Room 31A Bathroom	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Pink 4" x 4" Ceramic Wall Tile	Boy's Bathrooms on 1st & 3rd Floor Bathrooms, Girl's 2nd Floor Bathroom, & Room 21A	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with Pink 4" x 4" Ceramic Wall Tile	Boy's Bathrooms on 1st & 3rd Floor Bathrooms, Girl's 2nd Floor Bathroom, & Room 21A	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Yellow 4" x 4" Ceramic Wall Tile	Girl's 3rd Floor Bathroom	EnviroScience 2015 Re-Inspection	Assumed

Material	Location	Reference	Asbestos Content
Mastic Associated with Yellow 4" x 4" Ceramic Wall Tile	Girl's 3rd Floor Bathroom	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Green 4" x 4" Ceramic Wall Tile	Principal's Office Bathroom, Boy's 2nd Floor Bathroom, Girl's 1st Floor Bathroom, Faculty 1st Floor Bathroom	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with Green 4" x 4" Ceramic Wall Tile	Principal's Office Bathroom, Boy's 2nd Floor Bathroom, Girl's 1st Floor Bathroom, Faculty 1st Floor Bathroom	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Brown 1"x1" Ceramic Wall Tile	2nd & 3rd Floor Corridors	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with Brown 1"x1" Ceramic Wall Tile	2nd & 3rd Floor Corridors	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Tan 1"x1" Wall Ceramic Wall Tile	1st Floor Corridors, Boy's Locker Room Shower, & Boy's Bathroom by Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with Tan 1"x1" Wall Ceramic Wall Tile	1st Floor Corridors, Boy's Locker Room Shower, Boy's Bathroom by Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Pink 1"x1" Ceramic Wall Tile	Girl's Bathroom by Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with Pink 1"x1" Ceramic Wall Tile	Girl's Bathroom by Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Mosaic Ceramic Floor Tile	Bathroom Room 31A, Bathroom Room 21A, 1st – 3rd Floor Girl's & Boy's Bathrooms, 1st Floor Faculty Bathroom, Kitchen, Boy's Locker Room Shower, Boy's & Girl's Bathrooms by Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Thin-set Associated with Mosaic Ceramic Floor Tile	Bathroom Room 31A, Bathroom Room 21A, 1st – 3rd Floor Girl's & Boy's Bathrooms, 1st Floor Faculty Bathroom, Kitchen, Boy's Locker Room Shower, Boy's & Girl's Bathrooms by Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Grout Associated with Brown 4" x 4" Ceramic Floor Tile	Boy's Locker Room	EnviroScience 2015 Re-Inspection	Assumed
Thin-set Associated with Brown 4" x 4" Ceramic Floor Tile	Boy's Locker Room	EnviroScience 2015 Re-Inspection	Assumed

Material	Location	Reference	Asbestos Content
9" x 9" Pink Floor Tile	Rooms 10, 11, 21, 21A, 23, 25, 27, 29, 31, 31A, 33, 35, 35C, 36, 38, & 39, 3rd Floor Corridor, Bottom Stair landing to Basement, North-Side Corridor of Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with 9" x 9" Pink Floor Tile	Rooms 10, 11, 21, 21A, 23, 25, 27, 29, 31, 31A, 33, 35, 35C, 36, 38, & 39, 3rd Floor Corridor, Bottom Stair landing to Basement, North-Side Corridor of Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
9" x 9" Tan with Red Spots Floor Tile	Rooms 15 Closet, 22, 24, 26, 28, 32, 34, 35A, 35B, 37, 3rd Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with 9" x 9" Tan with Red Spots Floor Tile	Rooms 15 Closet, Rooms 22, 24, 26, 28, 32, 34, 35A, 35B, & 37, & 3rd Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
9" x 9" Gray with Black Specks Floor Tile	Cafeteria (Raised Platforms)	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with 9" x 9" Gray with Black Specks Floor Tile	Cafeteria (Raised Platforms)	EnviroScience 2015 Re-Inspection	Assumed
12" x 12" Gray with Gray Specks Floor Tile	Room 40	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with 12" x 12" Gray with Gray Specks Floor Tile	Room 40	EnviroScience 2015 Re-Inspection	Assumed
12" x 12" Tan with Brown Streaks Floor Tile	Room 20 & 2nd Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with 12" x 12" Tan with Brown Streaks Floor Tile	Room 20 & 2nd Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
12" x 12" Tan Floor Tile	Rooms 13 - 18, Cafeteria & 1st Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
Mastic Associated with 12" x 12" Tan Floor Tile	Rooms 13 - 18, Cafeteria & 1st Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
Red Cementitious Floor Leveling Compound	Cafeteria (Raised Platforms)	EnviroScience 2015 Re-Inspection	Assumed
Brown 4" Cove Base	Rooms 10, 11, 12, 15 Closet, 21 - 29, & 31 - 40, & 3rd Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
Adhesive Associated with Brown 4" Cove Base	Rooms 10, 11, 12, 15 Closet, 21 - 29, & 31 - 40, & 3rd Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
Gray 4" Cove Base	Room 20, Principal's Office, & Main Office	EnviroScience 2015 Re-Inspection	Assumed
Adhesive Associated with Gray 4" Cove Base	Room 20, Principal's Office, & Main Office	EnviroScience 2015 Re-Inspection	Assumed
Black 4" Cove Base	2nd Floor Corridor, Cafeteria (Raised Platforms)	EnviroScience 2015 Re-Inspection	Assumed

Material	Location	Reference	Asbestos Content
Adhesive Associated with Black 4" Cove Base	2nd Floor Corridor, Cafeteria (Raised Platforms)	EnviroScience 2015 Re-Inspection	Assumed
Purple 4" Cove Base	Rooms 13 - 18, Kitchen & 1st Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
Adhesive Associated with Purple 4" Cove Base	Rooms 13 - 18, Kitchen & 1st Floor Corridor	EnviroScience 2015 Re-Inspection	Assumed
Purple 6" Cove Base	Room 18 & Cafeteria	EnviroScience 2015 Re-Inspection	Assumed
Adhesive Associated with Purple 6" Cove Base	Room 18 & Cafeteria	EnviroScience 2015 Re-Inspection	Assumed
Black 6" Cove Base - Angled Style	Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Adhesive Associated with Black 6" Cove Base - Angled Style	Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Adhesive Associated with Wood Panel Flooring	Main Office, Principal's Office, & Room 20	EnviroScience 2015 Re-Inspection	Assumed
Gray Sink Undercoating	Rooms 13 & 18	EnviroScience 2015 Re-Inspection	Assumed
Chalkboard Adhesive	Rooms 10, 11, 21, 24-29, 31, 32, & 37-40	EnviroScience 2015 Re-Inspection	Assumed
Mirror Adhesive	1st – 3rd Floor Girl's and Boy's Bathrooms, Boy's and Girl's Bathroom by Gymnasium	EnviroScience 2015 Re-Inspection	Assumed
Gray Light Fixture Backing	2nd Floor West Storage, 1st Floor Faculty Bathroom, 1st Floor Storage, & Room 15 Closet	All Available AHERA/NESHAP Documentation	80% Chrysotile

Note: Available past AHERA/NESHAP documentations do not describe different styles of ceiling tiles. EnviroScience recommends sampling be conducted to determine if materials are non-ACBM.

Using the EPA protocol, samples of the following suspect materials were collected and analyzed. The analytical results indicated that these materials are **non-ACBM**:

Table 2
Non-Asbestos-Containing Building Materials (Previous Re-Inspections)

Material	Location	Reference
Ceiling Plaster	Throughout	All Available AHERA/NESHAP Documentation
Wall Plaster	Throughout	All Available AHERA/NESHAP Documentation
Felt/Vapor Barrier beneath Hardwood Flooring	Room 12 & Gymnasium	All Available AHERA/NESHAP Documentation

Mr. Jared Smith reviewed the information obtained during this re-inspection. Mr. Smith is an EPA-accredited and CTDPH-licensed Asbestos Management Planner.

4.3 Newly Identified or Re-sampled ACBM Materials

Suspect ACBM has been identified in the building to include:

- Black Storm Drain Insulation
- 2' x 4' Suspended Smooth Pattern Ceiling Tile
- 2' x 4' Suspended Rough Patter Ceiling Tile
- 1' x 1' Glue-Set Ceiling Tile
- Glue Daub associated with 1' x 1' Ceiling Tile (Assumed)
- Wallboard
- Wall Paneling
- Joint/Taping Compound
- CMU Wall
- CMU Wall Mortar
- Grout Associated with Blue 4" x 4" Ceramic Wall Tile
- Mastic Associated with Blue 4" x 4" Ceramic Wall Tile
- Grout Associated with Pink 4" x 4" Ceramic Wall Tile
- Mastic Associated with Pink 4" x 4" Ceramic Wall Tile
- Grout Associated with Yellow 4" x 4" Ceramic Wall Tile
- Mastic Associated with Yellow 4" x 4" Ceramic Wall Tile
- Grout Associated with Green 4" x 4" Ceramic Wall Tile
- Mastic Associated with Green 4" x 4" Ceramic Wall Tile
- Grout Associated with Brown 1"x1" Ceramic Wall Tile
- Mastic Associated with Brown 1"x1" Ceramic Wall Tile
- Grout Associated with Tan 1"x1" Ceramic Wall Tile
- Grout Associated with Tan 1"x1" Ceramic Wall Tile
- Mastic Associated with Tan 1"x1" Ceramic Wall Tile
- Grout Associated with Pink 1"x1" Ceramic Wall Tile
- Mastic Associated with Pink 1"x1" Ceramic Wall Tile
- Grout Associated with Mosaic Ceramic Floor Tile
- Mastic Associated with Mosaic Ceramic Floor Tile
- Grout Associated with Brown 4" x 4" Ceramic Floor Tile
- Mastic Associated with Brown 4" x 4" Ceramic Floor Tile
- Pink 9" x 9" Floor Tile
- Tan with Red Spots 9" x 9" Floor Tile
- Gray with Black Specks 9" x 9" Floor Tile
- Gray with Gray Specks 12" x 12" Floor Tile
- Tan with Brown Streaks 12" x 12" Floor Tile
- Tan 12" x 12" Floor Tile
- Floor Tile Adhesive(s)
- Red Cementitious Floor Leveling Compound
- Brown 4" Cove Base
- Gray 4" Cove Base
- Black 4" Cove Base
- Purple 4" Cove Base
- Purple 6" Cove Base
- Black 6" Cove Base - Angled Style
- Cove Base Adhesive(s)
- Wood Panel Flooring Adhesive
- Gray Sink Undercoating
- Chalkboard Adhesive
- Mirror Adhesive

FUSS & O'NEILL
EnviroScience, LLC

Re-inspection Form 1 (A) – List of Identified ACBM

School: Hillside Intermediate School
Address 51 Hillside Avenue, Naugatuck, CT

Date(s) of Original Inspection: 1987
Date(s) of Subsequent Re-Inspections: March 12 & 13, 2015

Homogeneous Material			Material Category	Friability	Assessment Category (1-7)	Recorded Locations	Response Actions Taken/Renovations/Other Comments
Sample Number	Asbestos Content	Material Description					
N/A	N/A	Pipe Insulation	TSI	F	5	Service Tunnels & Basement Crawlspace	Maintain Under O&M Plan
N/A	N/A	Pipe Fitting Insulation	TSI	F	5	Boiler Room, North Stairwell, Basement Rooms, above ceilings in Addition, Stage, & Gymnasium	Maintain Under O&M Plan
N/A	N/A	2' x 4' Suspended Pin Hole Pattern Ceiling Tile	Misc.	F	5	Rooms 10, 11 - 15, 17, 20 - 29, & 31 - 40, Main Office, Principal's Office, Cafeteria, 1st - 3rd Floor Corridor, 1st Floor Faculty Bathroom, & Boy's Locker Room	Maintain Under O&M Plan
N/A	N/A	Gray Light Fixture Backing	Misc.	NF	5	2nd Floor West Storage, 1st Floor Faculty Bathroom, 1st Floor Storage, & Room 15 Closet	Maintain Under O&M Plan

Information abstracted by: James Blum Date: March 13, 2015

Material Category: TSI = Thermal System Insulation, Surf. = Surfacing, Misc. = Miscellaneous

Friability: F = Friable, NF = Non-Friable

AHERA Assessment Categories:

1 = Damaged or significantly damaged TSI ACBM; 2 = Damaged friable surfacing ACBM; 3 = Significantly damaged friable surfacing ACBM; 4 = Damaged or significantly damaged friable miscellaneous ACBM; 5 = ACBM with potential for damage; 6 = ACBM with potential for significant damage; 7 = Any remaining friable ACBM or friable suspected ACBM

FUSS & O'NEILL
EnviroScience, LLC

Re-inspection Form 1 (B) – List of Previously-Unidentified Suspect ACBM

School: Hillside Intermediate School
Address: 51 Hillside Avenue, Naugatuck CT

Date(s) of Original AHERA Inspection: 1987
Date(s) of Re-inspection: March 12 & 13, 2015

Homogeneous Material		Asbestos Content (%)	Material Category	Estimated Quantity (SF/LF)	Friability	Assessment Category (1-7)	Recorded Locations of Material for Each Assessment Category
Sample Number	Material Description						
Assumed	Black Roof Drain Bowl Insulation	Assumed	TSI	4 EA	F	5	Gymnasium
Assumed	2' x 4' Suspended Smooth Pattern Ceiling Tile	Assumed	Misc.	2,350 SF	NF	5	1st & 2nd Floor Bathrooms, Boy's 3rd Floor Bathroom, 1st, & Bathrooms by Gymnasium
Assumed	2' x 4' Suspended Rough Pattern Ceiling Tile	Assumed	Misc.	300 SF	NF	5	Girl's 3rd Floor Bathroom
Assumed	1' x 1' Ceiling Tile	Assumed	Misc.	2,450 SF	NF	5	Rooms 16-18
Assumed	Glue Daubs associated with 1' x 1' Ceiling Tile	Assumed	Misc.	2,450 SF	NF	5	Rooms 16-18
Assumed	Wallboard	Assumed	Misc.	19,575 SF	NF	5	Rooms 16 - 18, 21A, 23, 27, 31, 31A, 39, & 40, 1st & 2nd Floor Corridors
Assumed	Gypsum Paneling	Assumed	Misc.	580 SF	NF	5	Rooms 10, 11 - 14, 21, 22 - 27, 31, 32 - 36, & 39
Assumed	Joint/Taping Compound	Assumed	Misc.	20,155 SF	NF	5	Rooms 10, 11 - 14, 16 - 18, 21 - 27, 31 - 36, 39, & 40, 1st & 2nd Floor Corridors
Assumed	Concrete Masonry Unit (CMU) Wall	Assumed	Misc.	11,480 SF	NF	5	Rooms 17 & 18, 1st Floor Corridor (addition), Boy's & Girl's Bathroom by Gym
Assumed	CMU Wall Mortar	Assumed	Misc.	11,480 SF	NF	5	Rooms 17 & 18, 1st Floor Corridor (addition), Boy's & Girl's Bathroom by Gym
Assumed	Grout Associated With Blue 4" x 4" Ceramic Wall Tile	Assumed	Misc.	145 SF	NF	5	Room 31A Bathroom
Assumed	Mastic Associated With Blue 4" x 4" Ceramic Wall Tile	Assumed	Misc.	145 SF	NF	5	Room 31A Bathroom

School: Hillside Intermediate School
Address: 51 Hillside Avenue, Naugatuck CT

Date(s) of Original AHERA Inspection: 1987
Date(s) of Re-inspection: March 12 & 13, 2015

Homogeneous Material		Asbestos Content (%)	Material Category	Estimated Quantity (SF/LF)	Friability	Assessment Category (1-7)	Recorded Locations of Material for Each Assessment Category
Sample Number	Material Description						
Assumed	Grout Associated With Pink 4" x 4" Ceramic Wall Tile	Assumed	Misc.	1,370 SF	NF	5	Boy's Bathrooms on 1st & 3rd Floor Bathrooms, Girl's 2nd Floor Bathroom, & Room 21A
Assumed	Mastic Associated With Pink 4" x 4" Ceramic Wall Tile	Assumed	Misc.	1,370 SF	NF	5	Boy's Bathrooms on 1st & 3rd Floor Bathrooms, Girl's 2nd Floor Bathroom, & Room 21A
Assumed	Grout Associated With Yellow 4" x 4" Ceramic Wall Tile	Assumed	Misc.	445 SF	NF	5	Girl's 3rd Floor Bathroom
Assumed	Mastic Associated With Yellow 4" x 4" Ceramic Wall Tile	Assumed	Misc.	445 SF	NF	5	Girl's 3rd Floor Bathroom
Assumed	Grout Associated With Green 4" x 4" Ceramic Wall Tile	Assumed	Misc.	1,110 SF	NF	5	Principal's Office Bathroom, Boy's 2nd Floor Bathroom, Girl's 1st Floor Bathroom, Faculty 1st Floor Bathroom
Assumed	Mastic Associated With Green 4" x 4" Ceramic Wall Tile	Assumed	Misc.	1,110 SF	NF	5	Principal's Office Bathroom, Boy's 2nd Floor Bathroom, Girl's 1st Floor Bathroom, Faculty 1st Floor Bathroom
Assumed	Grout Associated With Brown 1"x1" Ceramic Wall Tile	Assumed	Misc.	865 SF	NF	5	2nd & 3rd Floor Corridors
Assumed	Mastic Associated With Brown 1"x1" Ceramic Wall Tile	Assumed	Misc.	865 SF	NF	5	2nd & 3rd Floor Corridors
Assumed	Grout Associated With Tan 1"x1" Wall Ceramic Wall Tile	Assumed	Misc.	1,970 SF	NF	5	1st Floor Corridors, Boy's Locker Room Shower, & Boy's Bathroom by Gymnasium

School: Hillside Intermediate School
Address: 51 Hillside Avenue, Naugatuck CT

Date(s) of Original AHERA Inspection: 1987
Date(s) of Re-inspection: March 12 & 13, 2015

Homogeneous Material		Asbestos Content (%)	Material Category	Estimated Quantity (SF/LF)	Friability	Assessment Category (1-7)	Recorded Locations of Material for Each Assessment Category
Sample Number	Material Description						
Assumed	Mastic Associated With Tan 1"x1" Wall Ceramic Wall Tile	Assumed	Misc.	1,970 SF	NF	5	1st Floor Corridors, Boy's Locker Room Shower, & Boy's Bathroom by Gymnasium
Assumed	Grout Associated With Pink 1"x1" Ceramic Wall Tile	Assumed	Misc.	530 SF	NF	5	Girl's Bathroom by Gymnasium
Assumed	Mastic Associated With Pink 1"x1" Ceramic Wall Tile	Assumed	Misc.	530 SF	NF	5	Girl's Bathroom by Gymnasium
Assumed	Grout Associated With Mosaic Ceramic Floor Tile	Assumed	Misc.	2,370 SF	NF	5	Bathroom Room 31A, Bathroom Room 21A, 1st – 3rd Floor Girl's & Boy's Bathrooms, 1st Floor Faculty Bathroom, Kitchen, Boy's Locker Room Shower, Boy's & Girl's Bathrooms by Gymnasium
Assumed	Thin-set Associated With Mosaic Ceramic Floor Tile	Assumed	Misc.	2,370 SF	NF	5	Bathroom Room 31A, Bathroom Room 21A, 1st – 3rd Floor Girl's & Boy's Bathrooms, 1st Floor Faculty Bathroom, Kitchen, Boy's Locker Room Shower, Boy's & Girl's Bathrooms by Gymnasium
Assumed	Grout Associated With Brown 4" x 4" Ceramic Floor Tile	Assumed	Misc.	435 SF	NF	5	Boy's Locker Room
Assumed	Thin-set Associated With Brown 4" x 4" Ceramic Floor Tile	Assumed	Misc.	435 SF	NF	5	Boy's Locker Room

School: Hillside Intermediate School
Address: 51 Hillside Avenue, Naugatuck CT

Date(s) of Original AHERA Inspection: 1987
Date(s) of Re-inspection: March 12 & 13, 2015

Homogeneous Material		Asbestos Content (%)	Material Category	Estimated Quantity (SF/LF)	Friability	Assessment Category (1-7)	Recorded Locations of Material for Each Assessment Category
Sample Number	Material Description						
Assumed	Pink 9" x 9" Floor Tile	Assumed	Misc.	11,770 SF	NF	5	Rooms 10, 11, 21, 21A, 23, 25, 27, 29, 31, 31A, 33, 35, 35C, 36, 38, & 39, 3rd Floor Corridor, Bottom Stair landing to Basement, North-Side Corridor of Gymnasium
Assumed	Mastic Associated With 9" x 9" Pink Floor Tile	Assumed	Misc.	11,770 SF	NF	5	Rooms 10, 11, 21, 21A, 23, 25, 27, 29, 31, 31A, 33, 35, 35C, 36, 38, & 39, 3rd Floor Corridor, Bottom Stair landing to Basement, North-Side Corridor of Gymnasium
Assumed	Tan with Red Spots 9" x 9" Floor Tile	Assumed	Misc.	5,415 SF	NF	5	Rooms 15 Closet, Rooms 22, 24, 26, 28, 32, 34, 35A, 35B, & 37, & 3rd Floor Corridor
Assumed	Mastic Associated With 9" x 9" Tan with Red Spots Floor Tile	Assumed	Misc.	5,415 SF	NF	5	Rooms 15 Closet, Rooms 22, 24, 26, 28, 32, 34, 35A, 35B, & 37, & 3rd Floor Corridor
Assumed	Gray with Black Specks 9" x 9" Floor Tile	Assumed	Misc.	80 SF	NF	5	Cafeteria (raised platforms)
Assumed	Mastic Associated With 9" x 9" Gray with Black Specks Floor Tile	Assumed	Misc.	80 SF	NF	5	Cafeteria (raised platforms)
Assumed	Gray with Gray Specks 12" x 12" Floor Tile	Assumed	Misc.	670 SF	NF	5	Room 40
Assumed	Mastic Associated With 12" x 12" Gray with Gray Specks Floor Tile	Assumed	Misc.	670 SF	NF	5	Room 40
Assumed	Tan with Brown Streaks 12" x 12" Floor Tile	Assumed	Misc.	2,560 SF	NF	5	Room 20 & 2nd Floor Corridor
Assumed	Mastic Associated With 12" x 12" Tan with Brown Streaks Floor Tile	Assumed	Misc.	2,560 SF	NF	5	Room 20 & 2nd Floor Corridor

School: Hillside Intermediate School
Address: 51 Hillside Avenue, Naugatuck CT

Date(s) of Original AHERA Inspection: 1987
Date(s) of Re-inspection: March 12 & 13, 2015

Homogeneous Material		Asbestos Content (%)	Material Category	Estimated Quantity (SF/LF)	Friability	Assessment Category (1-7)	Recorded Locations of Material for Each Assessment Category
Sample Number	Material Description						
Assumed	Tan 12" x 12" Floor Tile	Assumed	Misc.	11.035 SF	NF	5	Rooms 13 - 18, Cafeteria & 1st Floor Corridor
Assumed	Mastic Associated With 12" x 12" Tan Floor Tile	Assumed	Misc.	11.035 SF	NF	5	Rooms 13 - 18, Cafeteria & 1st Floor Corridor
Assumed	Red Cementitious Floor Leveler	Assumed	Misc.	80 SF	NF	5	Cafeteria (raised platforms)
Assumed	Brown 4" Cove Base	Assumed	Misc.	3,190 LF	NF	5	Rooms 10, 11, 12, 15 Closet, 21 - 29, & 31 - 40, & 3rd Floor Corridor
Assumed	Adhesive Associated With Brown 4" Cove Base	Assumed	Misc.	3,190 LF	NF	5	Rooms 10, 11, 12, 15 Closet, 21 - 29, & 31 - 40, & 3rd Floor Corridor
Assumed	Gray 4" Cove Base	Assumed	Misc.	240 LF	NF	5	Room 20, Principal's Office, & Main Office
Assumed	Adhesive Associated With Gray 4" Cove Base	Assumed	Misc.	240 LF	NF	5	Room 20, Principal's Office, & Main Office
Assumed	Black 4" Cove Base	Assumed	Misc.	460 LF	NF	5	2nd Floor Corridor, Cafeteria (Raised Platforms)
Assumed	Adhesive Associated With Black 4" Cove Base	Assumed	Misc.	460 LF	NF	5	2nd Floor Corridor, Cafeteria (Raised Platforms)
Assumed	Purple 4" Cove Base	Assumed	Misc.	1,455 LF	NF	5	Rooms 13 - 18, Kitchen & 1st Floor Corridor
Assumed	Adhesive Associated With Purple 4" Cove Base	Assumed	Misc.	1,455 LF	NF	5	Rooms 13 - 18, Kitchen & 1st Floor Corridor
Assumed	Purple 6" Cove Base	Assumed	Misc.	360 LF	NF	5	Room 18 & Cafeteria
Assumed	Adhesive Associated With Purple 6" Cove Base	Assumed	Misc.	360 LF	NF	5	Room 18 & Cafeteria
Assumed	Black 6" Cove Base - Angled Style	Assumed	Misc.	320 LF	NF	5	Gymnasium

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EnviroScience, LLC

Re-inspection Form 1 (B) – List of Previously-Unidentified Suspect ACBM

School: Hillside Intermediate School
Address: 51 Hillside Avenue, Naugatuck CT

Date(s) of Original AHERA Inspection: 1987
Date(s) of Re-inspection: March 12 & 13, 2015

Homogeneous Material		Asbestos Content (%)	Material Category	Estimated Quantity (SF/LF)	Friability	Assessment Category (1-7)	Recorded Locations of Material for Each Assessment Category
Sample Number	Material Description						
Assumed	Adhesive Associated With Black 6" Cove Base - Angled Style	Assumed	Misc.	320 LF	NF	5	Gymnasium
Assumed	Adhesive Associated With Wood Panel Flooring	Assumed	Misc.	1,170 SF	NF	5	Main Office, Principal's Office, & Room 20
Assumed	Gray Sink Undercoating	Assumed	Misc.	4 EA	NF	5	Rooms 13 & 18
Assumed	Chalkboard Adhesive	Assumed	Misc.	1,400 SF	NF	5	Rooms 10, 11, 21, 24-29, 31, 32, & 37-40
Assumed	Mirror Adhesive	Assumed	Misc.	240 SF	NF	5	1st – 3rd Floor Girl's and Boy's Bathrooms, Boy's and Girl's Bathroom by Gymnasium

Inspected by: James Blum Date: March 12 & 13, 2015

Material Category: TSI = Thermal System Insulation, S = Surfacing, M = Miscellaneous

LF = Linear Feet; SF = Square Feet

Friability: F = Friable, NF = Non-Friable

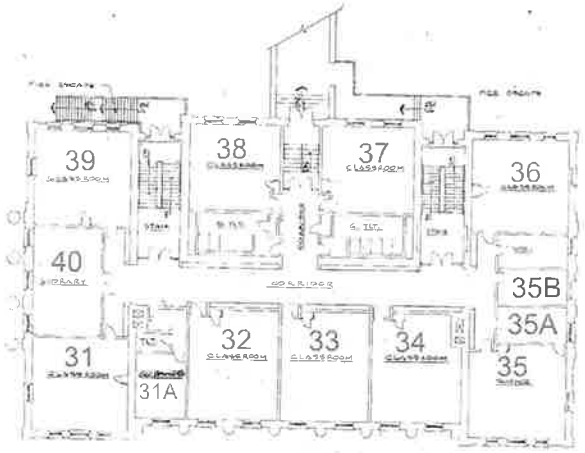
AHERA Assessment Categories:

1 = Damaged or significantly damaged TSI ACBM; 2 = Damaged friable surfacing ACBM; 3 = Significantly damaged friable surfacing ACBM; 4 = Damaged or significantly damaged friable miscellaneous ACBM; 5 = ACBM with potential for damage; 6 = ACBM with potential for significant damage; 7 = Any remaining friable ACBM or friable suspected ACBM

Appendix D

Drawings

NORTH



THIRD FLOOR KEY PLAN
SCALE: 1/16"-1'-0"

088-89-037 CV

NOTES

THE FIRE SAFETY CODE COMPLIANCE WORK FOR THIS PROJECT IS BASED ON A REPORT PROVIDED TO THE ARCHITECT BY THE OWNER AND LOCAL FIRE MARSHAL ENTITLED "FIRE CODE UPDATE - ADDENDUM I " DATED 16 JULY 90 AND REPRESENTS THE SCOPE OF WORK FOR THIS PROJECT.

NO	DATE	REVISION	BY

PROJECT MANAGER: L.FREE
PROJECT ARCHITECT/ENGINEER: S.G.AWWAD
JOB CAPTAIN: J.CZUBATYJ
DRAWN BY: A.AGOSTINI

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FLETCHER THOMPSON
ARCHITECTURE / ENGINEERING / INTERIOR DESIGN
FLETCHER-THOMPSON, INC
TWO WORLD TRADE PLAZA
BRIDGEPORT CT 06604-0944
111 CHARTER OAK AVENUE
HARTFORD CT 06103-1914

PROJECT TITLE

NAUGATUCK SCHOOLS FIRE CODE UPDATE
NAUGATUCK, CONNECTICUT

HILLSIDE MIDDLE SCHOOL

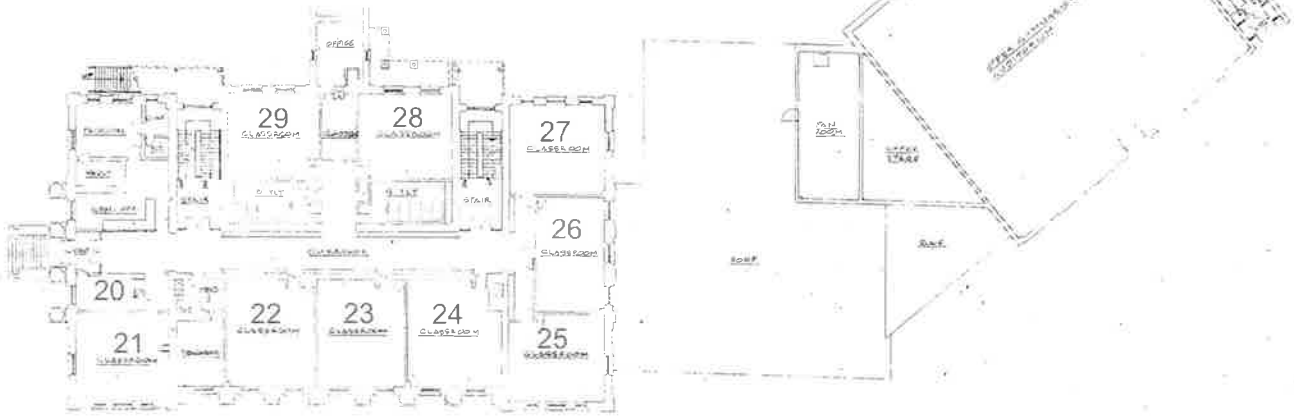
DRAWING TITLE

THIRD FLOOR KEY PLAN
HVAC/FIRE PROTECTION

0 16' 32' 56'

DATE: APRIL 1, 1991
SCALE: AS NOTED
CONTRACT NO.: 43324.06
DRAWING NO.: M 103

NORTH



SECOND FLOOR KEY PLAN
SCALE: 1/16"=1'-0"

088-89-037 CV

NOTES

THE FIRE SAFETY CODE COMPLIANCE WORK FOR THIS PROJECT IS BASED ON A REPORT PROVIDED TO THE ARCHITECT BY THE OWNER AND LOCAL FIRE MARSHAL ENTITLED "FIRE CODE UPDATE - ADDENDUM I" DATED 18 JULY 90 AND REPRESENTS THE SCOPE OF WORK FOR THIS PROJECT.

NO	DATE	REVISION	BY

PROJECT MANAGER: L.FREE
PROJECT ARCHITECT/ENGINEER: S.G.AWWAD
JOB CAPTAIN: J.CZUBATYJ
DRAWN BY: A.AGOSTINI

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111 CHARTER OAK AVENUE
HARTFORD, CT 06103-1002

PROJECT TITLE

NAUGATUCK SCHOOLS FIRE CODE UPDATE
NAUGATUCK, CONNECTICUT

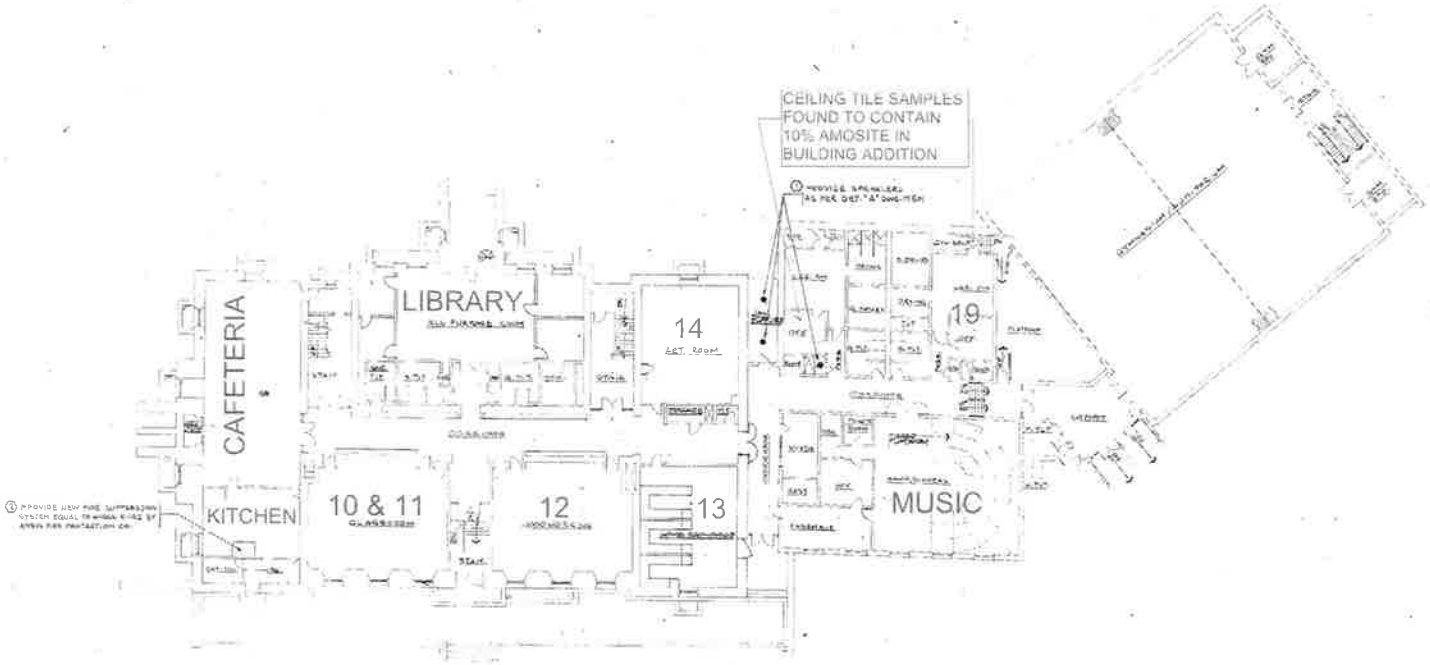
HILLSIDE MIDDLE SCHOOL

DRAWING TITLE

SECOND FLOOR KEY PLAN HVAC/FIRE PROTECTION

0 16' 32' 56'

DATE: APRIL 1, 1991
SCALE: AS NOTED
CONTRACT NO.: 43324.06
DRAWING NO: M 102



FIRST FLOOR KEY PLAN

NOTES

THE FIRE SAFETY CODE COMPLIANCE WORK FOR THIS PROJECT IS BASED ON A REPORT PROVIDED TO THE ARCHITECT BY THE OWNER AND LOCAL FIRE MARSHAL ENTITLED "FIRE CODE UPDATE - ADDENDUM I" DATED 16 JULY 90 AND REPRESENTS THE SCOPE OF WORK FOR THIS PROJECT.

NO	DATE	REVISION	BY

PROJECT MANAGER: L.FREE
PROJECT ARCHITECT/ENGINEER: S.Q. AWWAD
JOB CAPTAIN: J.CZUBATYJ
DRAWN BY: A.AGOSTINI

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PROJECT TITLE

NAUGATUCK SCHOOLS FIRE CODE UPDATE
NAUGATUCK, CONNECTICUT

HILLSIDE MIDDLE SCHOOL

DRAWING TITLE

FIRST FLOOR KEY PLAN
HVAC/FIRE PROTECTION

0 16' 32' 56'

DATE: APRIL 1, 1991
SCALE: AS NOTED
CONTRACT NO.: 43324.06
DRAWING NO.: **M 101**

088-89-037 CV

NORTH

NOTES:

1. PROVIDE WET PIPE SPRINKLER SYSTEM FOR EVERY JANITOR'S CLOSET, CONSISTING OF EXPOSED PIPING, FLOW ALARM SW., CONTROL VALVE WITH TAMPER SWITCH, UPRIGHT SPRINKLER HEAD EXCEPT WHERE LAY-IN CEILING.

   FOR LAY-IN CEILING PROVIDE CONCEALED PIPING, FLOW ALARM SWITCH, CONTROL VALVE W/TAMPER SWITCH AND SEMI-CONCEALED PENDANT SPRINKLER HEAD. CONFORM WITH DETAIL 'A' ON M-501 DRAWINGS AND ALL APPLICABLE CODES.

2. PROVIDE WET CHEMICAL HOOD FIRE SUPPRESSION SYSTEM AS SPECIFIED FOR EXISTING KITCHEN EXHAUST HOOD.

3. PROVIDE NEW COMBUSTION MAKE-UP AIR SYSTEM COMPLETE AS INDICATED ON DRAWINGS AND AS SPECIFIED. COMPLY WITH ALL APPLICABLE CODES.

4. PROVIDE AN EMERGENCY GAS SHUT-OFF SOLENOID VALVE ON THE EXISTING GAS MAIN TO THE KITCHEN. VERIFY LOCATION AND SIZE OF GAS MAIN IN THE FIELD. COORDINATE WITH OTHER TRADES.

   PROVIDE 2" STEEL PIPE VENTS FROM FLAMMABLE CABINETS TO THE OUTSIDE. FOR LOCATION OF CABINETS AND VENTS REFER TO ARCHITECTURAL DRAWINGS.
   PROVIDE A DOWNWARDS ELBOW AT THE END OF VENT OUTSIDE WITH A STAINLESS STEEL BIRD SCREEN.



BASEMENT KEY PLAN
SCALE 1/16"=1'-0"

088-89-037 CV

NOTES:

THE FIRE SAFETY CODE COMPLIANCE WORK FOR THIS PROJECT IS BASED ON A REPORT PROVIDED TO THE ARCHITECT BY THE OWNER AND LOCAL FIRE MARSHAL ENTITLED "FIRE CODE UPDATE – ADDENDUM 1" DATED 16 JULY 90 AND REPRESENTS THE SCOPE OF WORK FOR THIS PROJECT.

NO	DATE	REVISION	BY

PROJECT MANAGER: L.FREE
PROJECT ARCHITECT/ENGINEER: S.G.AWWAD
JOB CAPTAIN: J.CZUBATYJ
DRAWN BY: A.AGOSTINI

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ONE WORLD TRADE CENTER
BRIDGEPORT, CT 06604-3484
111 CHARTER OAK AVENUE
HARTFORD, CT 06103-1112

PROJECT TITLE

NAUGATUCK SCHOOLS FIRE CODE UPDATE
NAUGATUCK, CONNECTICUT

HILLSIDE MIDDLE SCHOOL

DRAWING TITLE

BASEMENT KEY PLAN HVAC/FIRE PROTECTION

0 16' 32' 56'

DATE: APRIL 1, 1991

SCALE:

CONTRACT NO: 43324.06

DRAWING NO: M 099

Appendix E

Langan Certifications and Accreditations

LANGAN

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436509	000191	04/30/17

PROFESSION
LEAD INSPECTOR RISK ASSESSOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436510	000041	04/30/17

PROFESSION
ASBESTOS CONSULTANT-INSP/MGMT PLANNER

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437365	000077	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT MONITOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437366	000058	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT DESIGNER

SIGNATURE _____ COMMISSIONER _____

QuES&T

Quality Environmental Solutions & Technologies, Inc
1376 Route 9, Wappingers Falls, NY 12590
Phone 845-298-6031 Fax 845-298-6251

HEREBY CERTIFIES THAT

MATTHEW MYERS

HAS SUCCESSFULLY COMPLETED A TRAINING SEMINAR IN:

NYS/EPA INSPECTOR REFRESHER

MEETING THE REQUIREMENTS OF NYSDOH 10 NYCRR, PART 73 AND TSCA TITLE 11 AND RECEIVED THIS CERTIFICATE BY:

KENNETH C. ECK
TRAINING DIRECTOR

NOTE: Official record of successful completion is DOH 2832 Certificate of Completion of Asbestos Safety Training

Note: DOH 2832 - A $20 fee shall be charged for replacement of Certificate of Completion DOH 2832

ON THIS DATE: 08/12/2015

CERTIFICATE NUMBER: 734718 **EXPIRATION DATE 08/12/2016**

© GOES 3970

LITHO IN U.S.A.

CERT# L-600 - 816

CHEMSCOPE TRAINING DIVISION

LEAD INSPECTOR/RISK ASSESSOR REFRESHER

8HOUR TRAINING CERTIFICATE

Matthew Myers

555 Long Wharf Drive , New Haven CT

Has attended an 8 hour course on the subject discipline in English on

9/3/2015 and has passed a written and hands on skills examination.

The above individual has successfully completed the above training course approved in accordance with the Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Examination Date: 9/3/2015

Expiration Date: 9/3/2016

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

Ronald D. Arena
Training Manager

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

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LIMITED PRE-RENOVATION HAZARDOUS MATERIAL SURVEY REPORT

for

Hop Brook Elementary School
75 Crown Street
Naugatuck, Connecticut

Prepared For:

Silver/Petrucelli & Associates
3190 Whitney Avenue
Building 2
Hamden, Connecticut 06518

Prepared By:

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

Matthew A. Myers
Senior Hazmat Specialist

2 May 2016
140141601

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ACRONYMS

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

1.0 INTRODUCTION

Langan CT, Inc. (Langan) prepared this limited Pre-Renovation Hazardous Materials (Hazmat) Survey Report on behalf of the Silver Petrucelli & Associates Architects and the Town of Naugatuck to identify possible hazardous materials that may exist in limited portions of Hop Brook Elementary School at 75 Crown Street in Naugatuck, Connecticut. The survey was primarily limited to the interior classrooms with carpeting.

The objectives of this limited Pre-Renovation Hazmat Survey Report were to identify the presence/absence of accessible asbestos-containing materials (ACM) and lead-based paint (LBP) so these materials can be quantified and assessed in support of scheduled renovation activities (replacing carpet/adjacent flooring, internal communication systems, bell system, and intercom).

PROJECT INFORMATION

Client Name:	Silver/Petrucelli & Associates 3190 Whitney Avenue Building 2 Hamden, Connecticut	Property Visit Date:	19, 21 April 2016
Professional's project #:	140141601	Construction Dates:	Approximately 1950 and Renovated/ Addition in 1995
Consultant's Project Manager:	Matthew A. Myers	No. Buildings:	One
Phone No.:	203-562-5571	No. of Stories:	Three Story and Attic
Email:	mmyers@langan.com	Bldgs. Gross Footage:	55,000 Square Feet
Property Address:	75 Crown Street		
Property Town, State:	Naugatuck, Connecticut	Property Use:	Elementary School

The following sections summarize Hazmat findings for the limited areas of the building surveyed.

2.0 ASBESTOS-CONTAINING MATERIALS (ACM)

Terminology

Suspect Asbestos-Containing Materials

Asbestos was used in certain types of construction and building materials. Until a material is examined by using polarized light microscopy (PLM) or a similar technique, the building material is considered as a suspect asbestos-containing material. A few examples of these materials include wall and ceiling plasters, sheetrock/taping compound, flooring materials, cove base and adhesives, ceiling panels, thermal system insulation, fireproofing insulation, roofing materials, adhesives, damp-proofing/waterproofing materials, caulking and glazing compounds, etc. Any suspect ACM and/or building material of unknown asbestos content should be assumed to be an asbestos containing material and handled and disposed of accordingly. Demolition, renovation, maintenance or daily activities should not disturb building materials that are found to contain asbestos, assumed to contain asbestos or that have not been tested for possible asbestos content.

Asbestos–Containing Material

A material with an asbestos concentration greater than one percent by weight is considered as ACM by the United States Environmental Protection Agency (USEPA). Thus, a material which contains asbestos in concentrations greater than 1% by weight is considered as "positive" while materials that do not contain asbestos or asbestos is detected in concentrations less than one percent by weight are considered as "negative".

Regulatory Guidelines and Requirements

Federal

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovation and demolition activities, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegates responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate. OSHA considers any amount of asbestos to be regulated.

State

Asbestos in Connecticut is regulated by the State of Connecticut Department of Public Health (CTDPH), under Standards for Asbestos Abatement – Section 19a-333a-1 through 16 of Regulations of Connecticut State Agencies (RCSA) and Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consulting Services – Section 20-440-1 through 9 and Section 20-441 of RCSA.

Limited Asbestos Survey

During this limited survey, suspect ACM were separated into three USEPA categories. These categories are: thermal system insulation (TSI), surfacing materials and miscellaneous materials. TSI includes all materials used to prevent heat gain or loss or water condensation on mechanical systems. Typical examples of TSI are boiler, duct and tank insulation, pipe and pipe fitting insulation. Surfacing materials are sprayed, troweled or otherwise applied to an existing surface and common uses are fireproofing, decorative and acoustical plaster applications. Miscellaneous materials include all ACM not listed as TSI or surfacing and include: flooring materials, ceiling tiles, adhesives, caulking and glazing compounds, damp-proofing/tars/mastics, roofing materials, transite cement board, sink undercoating, sheetrock/taping compounds, cove base materials and other materials. State of Connecticut DPH licensed asbestos inspector Matthew Myers (#000041) performed the survey.

ACM Results Summary

A total of 56 bulk samples were collected and analyzed for possible asbestos content. Detailed bulk sampling results are included in Table 1 below. Analytical asbestos laboratory data can be found in Appendix A.

As required by the USEPA, samples were analyzed by individual layers (i.e., floor tile & the associated mastic were analyzed as two separate samples, rough and finish coat plasters, etc.). Bulk samples of the suspect asbestos-containing materials (ACM) were analyzed using the Polarized Light Microscopy (PLM) analytical methodology in accordance with EPA Protocol 600/R-93/116. Select bulk sample materials, classified as Non-friable Organically Bound (NOB) (i.e. flooring materials, roofing materials, mastics), were additionally analyzed using PLM Point Count if they were found to contain low amounts of asbestos. The samples were analyzed by EMSL of Cinnaminson, New Jersey. EMSL is accredited by the National Voluntary Laboratory Program (NVLAP) and American Industrial Hygiene Association (AIHA).

Utilizing the USEPA protocol and criteria, the following materials were determined to be **non-ACM**:

Table 1 – Non-Asbestos Containing Materials

Material	Location	Sample ID
Wall Plaster (White and Gray Coats) – Surfacing	Throughout Original Building (see chain of custody for location of samples)	041923A - C 041924A - C (confirmatory samples)
Sheetrock/Taping Compound – Miscellaneous	Throughout Original Building and Addition (see chain of custody for location of samples)	041925A, B 041926 041927A, B 041928A, B
Ceiling Tiles - Miscellaneous	Throughout Original Building and Addition (see chain of custody for location of samples)	041929A, B 041930A , B 041931A , B
Tan Cove Base and Yellow Adhesives - Miscellaneous	Throughout (see chain of custody for location of samples)	041932A - C 041933A - C
Carpet Adhesive and Red/Gray Floor Levelers - Miscellaneous	Throughout Original Building and Addition (see chain of custody for location of samples)	041934A, B 041935A , B 041936A , B 041937A 041948 041955
"Newer" Tan, Brown Off White and White Floor Tiles and Yellow Mastic	Throughout Original Building and Addition (see chain of custody for location of samples)	041938-47 041949-54 041956-61

DISCLAIMERS: Some locations/materials were not sampled during this survey due to location, known renovation/demolition activities and damage required to inspect certain materials/areas.

Inaccessible/Hidden Materials

Suspect asbestos containing materials may exist under the existing floor surfaces and/or behind cove bases. The inspector checked several areas underneath the carpeting, tiled flooring and behind the cove bases and found only yellow adhesive. There is the possibility that older black flooring mastic may exist in areas and should be assumed to contain asbestos if found. Langan was informed the wood flooring would remain. Asbestos containing materials may exist in conjunction with the wood flooring (paper or other underlayment, sealants, etc.) and they should be assumed to contain asbestos and/or other hazardous materials.

Additional Materials in the Area(s) of Work

Samples were only collected from limited materials in limited areas. Other building materials located in these areas should be assumed to contain asbestos if they have not been sampled. The attic was not included as part of this survey. The boiler room and adjacent rooms were not included in the survey and it should be noted that these ceilings appears to have a different building material that may contain asbestos (chalky block and mortar).

3.0 LEAD-BASED PAINT (LBP) XRF SCREENING

A lead paint screening was performed using an X-Ray Fluorescence (XRF) lead paint analyzer. Matthew Myers, a State of Connecticut DPH Certified Lead Inspector (#000191) performed the lead screening using a Niton XLp300.

Limited LBP testing did not exceed lead concentrations of the HUD/EPA action level of equal to or greater than 1.0 mg/cm^2. The LBP data table can be found in Appendix B.

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

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

4.0 UNIVERSAL WASTE ASSESSMENT

Completion of detailed Universal Waste Assessment (identifying the number and location of Universal Waste items) was not conducted as part of this limited Pre-Renovation Hazardous Building Materials Survey. However, universal waste items may be present in the internal communication, bell and intercom systems. All universal waste that is present in the building and scheduled for removal will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal, State, and local regulations.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Langan provides the following conclusions and recommendations, based on the findings of this limited Pre-Renovation Hazardous Building Materials Survey:

ACM was not identified in the classroom flooring materials or other limited building materials sampled. The inspector investigated several areas below the existing carpeted, tiled floors and cove bases and did not find suspect asbestos containing black "older" mastic. Should suspect asbestos containing black or other "older" mastic or other materials be found during floor removal, the work should cease and the material(s) tested for possible asbestos content prior to disturbance. We are also assuming the wood flooring beneath will remain and not be disturbed/removed. If a material is found to contain asbestos and will be disturbed by the flooring replacement project, it must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor.

All universal waste present in the building, to be disturbed as part of renovation activities, should be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling and disposal must be performed in accordance with applicable Federal, State, and local regulations.

6.0 LIMITATIONS

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

It is important to recognize that even the most comprehensive scope of services may fail to detect all hazmat that may be associated with the property. Therefore, Langan cannot act as

insurers and cannot "certify" that all hazmat associated with the property have been identified, and no expressed or implied representation or warranty is included or intended in our report, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

Any suspect material that is not listed in this report must be assumed as ACM until confirmed otherwise via laboratory testing.

The consultant was not asked to test or analyze any caulking, glazing or sealant compounds or other materials for the presence of PCBs. PCB sampling was not included as part of this survey.

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Appendix A

Analytical Laboratory Results and Chain of Custody – Asbestos Samples

LANGAN

OrderID: 041611052

EMSL ANALYTICAL, INC.
LABORATORY · PRODUCTS · TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041611052

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: Langan CT		**EMSL-Bill to:** ☐ Same ☒ Different If Bill to is Different note instructions in Comments** Langan_InvoiceCapture@ConcurSolutions.com *Third Party Billing requires written authorization from third party*	
Street: 555 Long Wharf Drive			
City: New Haven	**State/Province:** CT	**Zip/Postal Code:** 06511	**Country:** USA
Report To (Name): Matthew Myers		**Telephone #:** 203.562.5771	
Email Address: MMyers@Langan.com		**Fax #:** 203.789.6142	**Purchase Order:**
Project Name/Number: Naugatuck 140141601		**Please Provide Results:** ☐ Fax ☒ Email	
U.S. State Samples Taken: CT		**CT Samples:** ☐ Commercial/Taxable ☒ Residential/Tax Exempt	

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM – Bulk
☒ PLM EPA 600/R-93/116 (<1%)	☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
☐ PLM EPA NOB (<1%)	☐ NY ELAP Method 198.4 (TEM)
Point Count ☒ 400 (<0.25%) ☐ 1000 (<0.1%) If <3%	☐ Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
☐ NIOSH 9002 (<1%)	☐ TEM Qualitative via Filtration Prep Technique
☐ NY ELAP Method 198.1 (friable in NY)	☐ TEM Qualitative via Drop Mount Prep Technique
☐ NY ELAP Method 198.6 NOB (non-friable-NY)	**Other**
☐ OSHA ID-191 Modified	☐ Hop Brook Elem School Naugatuck CT
☐ Standard Addition Method	

16 APR 28 PM 12:

☒ **Check For Positive Stop – Clearly Identify Homogenous Group** **Date Sampled:** 4/19/15

Samplers Name: Matt Myers **Samplers Signature:**

Sample #	HA #	Sample Location	Material Description
041923A		Room 205 – 2nd Floor	Plaster Finish Coat White
1 B		102 1st Floor	1
1 C		101 1	1
041924A		Room 205 2nd Floor	Plaster Rough Coat Grey
1 B		1 102 1st 1	1
1 C		1 101 1st	1
041925A		Room 220 Annex	Sheetrock (tan/pink)
1 B		1 144 1	+
041926		Classroom 101	Sheetrock/taping compound composite

Client Sample # (s): **Total # of Samples:** 52

Relinquished (Client): **Date:** 4/27/16 **Time:** 5pm

Received (Lab): BBeatty FT **Date:** 4/28/16 **Time:** 940

Comments/Special Instructions:

50

Controlled Document – Asbestos COC – R8 – 11/29/2012

OrderID: 041611052

EMSL ANALYTICAL, INC

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

041611052

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
041927A		Room 101	Sheetrock (white)
⊥ B		⊥ 19	⊥
28A		Room 101	Taping Compound
⊥ B		⊥ 19	⊥
041929A		Room 146 Annex	Ceiling Tile
B		Corridor (146) ⊥	⊥
30A		Room 204	Ceiling tile
B		Corridor (204)	⊥
31A		Room 25	Ceiling Tile
⊥ B		Corridor (25)	⊥
041932A		Room 208	Tan Cove Base
⊥ B		Room 144	⊥
⊥ C		Room 19	⊥
041933A		Room 208	Yellow / Light Cove Adhesive
⊥ B		⊥ 144	⊥
⊥ C		⊥ 19	
041934A		Room 220	Adhesive on Carpeting
⊥ B		⊥ 144	⊥
041935A		Room 114	Carpet Adhesive / wood floor
⊥ B		⊥ 101	⊥
041936A		Room 19	Carpet / Floor Adhesive Red (Flexible)
⊥ B			⊥
041937A			Real Leveler (Hard)
Void ⊥ B			

*Comments/Special Instructions:

16 APR 28 PM 12:1 CLERK JOHNSON, NJ

Page 2 of 3 pages

Controlled Document - Asbestos COC - R5 - 11/29/2012

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041611052

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
041938		Classroom 221 Annex	Tan Floor Tile
39		⊥	Black/yellow Mastic
40		Classroom 144	Tan Floor Tile
41		⊥	Yellow mastic
42		Bathroom (Rm 144)	White Floor Tile
43		⊥	Yellow Mastic
44		Classroom 208	Tan Floor Tile
45		⊥	Yellow mastic
041946		Classroom 114 Closet	off white/tan Floor Tile
47		⊥ ⊥	Yellow mastic
48			Red Leveler
49		Classroom 114	Brown Floor Tile
50		⊥	Yellow Mastic
51		Classroom 102	Tan Floor tile
52		⊥	yellow mastic
53		Classroom 3	Tan Floor Tile
54			mastic
55		⊥	Red/Gray Leveler
56		Classroom 25	Tan Floor Tile
57		⊥	yellow mastic
58		Classroom 19	Tan Floor Tile
59		⊥	yellow mastic
60		Corridor (by 25)	Tan Floor Tile
61		⊥	Yellow mastic

*Comments/Special Instructions:

Page 3 of 3 pages

Controlled Document – Asbestos COC - R6 - 11/29/2012

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EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041611052
Customer ID: LANG78
Customer PO:
Project ID:

Attention: Matthew Myers
Langan Engineering & Environ. Services
Long Wharf Maritime Center
555 Long Wharf Drive
New Haven, CT 06511
Project: Naugatuck 140141601

Phone: (203) 562-5771
Fax: (203) 789-6142
Received Date: 04/28/2016 9:40 AM
Analysis Date: 04/29/2016
Collected Date: 04/19/2016

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
041923A *041611052-0001*	Room 205 - 2nd Floor - Plaster Finish Coat White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041923B *041611052-0002*	Room 102 - 1st Floor - Plaster Finish Coat White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041923C *041611052-0003*	Room 101 - 1st Floor - Plaster Finish Coat White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041924A *041611052-0004*	Room 205 - 2nd Floor - Plaster Rough Coat Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041924B *041611052-0005*	Room 102 - 1st Floor - Plaster Rough Coat Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041924C *041611052-0006*	Room 101 - 1st Floor - Plaster Rough Coat Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041925A *041611052-0007*	Room 220 Annex - Sheetrock (Tan/Pink)	Brown/White Fibrous Homogeneous	15% Cellulose 10% Glass	75% Non-fibrous (Other)	None Detected
041925B *041611052-0008*	Room 144 Annex - Sheetrock (Tan/Pink)	White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
041926 *041611052-0009*	Classroom 101 - Sheetrock / Taping Compound Composite	Brown/White Fibrous Homogeneous	15% Cellulose 3% Glass	82% Non-fibrous (Other)	None Detected
041927A *041611052-0010*	Room 101 - Sheetrock (White)	Brown/White Fibrous Homogeneous	20% Cellulose 10% Glass	70% Non-fibrous (Other)	None Detected
041927B *041611052-0011*	Room 19 - Sheetrock (White)	White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
041928A *041611052-0012*	Room 101 - Taping Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041928B *041611052-0013*	Room 19 - Taping Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041929A *041611052-0014*	Room 146 Annex - Ceiling Tile	Gray/White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041929B *041611052-0015*	Corridor (146) Annex - Ceiling Tile	Gray/White Fibrous Homogeneous	50% Cellulose 20% Min. Wool	30% Non-fibrous (Other)	None Detected

Initial Report From: 04/29/2016 17:28:27

EMSL Analytical, Inc.
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http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041611052
Customer ID: LANG78
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
041930A *041611052-0016*	Room 204 - Ceiling Tile	Gray/White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041930B *041611052-0017*	Corridor (204) - Ceiling Tile	Gray Fibrous Homogeneous	50% Cellulose 20% Min. Wool	30% Non-fibrous (Other)	None Detected
041931A *041611052-0018*	Roomm 25 - Ceiling Tile	Gray/White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
041931B *041611052-0019*	Corridor (25) - Ceiling Tile	Gray Fibrous Homogeneous	50% Cellulose 20% Min. Wool	30% Non-fibrous (Other)	None Detected
041932A *041611052-0020*	Room 208 - Tan Cove Base	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041932B *041611052-0021*	Room 144 - Tan Cove Base	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041932C *041611052-0022*	Room 19 - Tan Cove Base	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041933A *041611052-0023*	Room 208 - Yellow / Light Cove Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041933B *041611052-0024*	Room 144 - Yellow / Light Cove Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041933C *041611052-0025*	Room 19 - Yellow / Light Cove Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041934A *041611052-0026*	Room 220 - Adhesive On Carpeting	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041934B *041611052-0027*	Room 144 - Adhesive On Carpeting	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041935A *041611052-0026*	Room 114 - Carpet Adhesive / Wood Floor	Gray/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041935B *041611052-0029*	Room 101 - Carpet Adhesive / Wood Floor	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041936A *041611052-0030*	Room 19 - Carpet / Floor Adhesive Red (Flexible)	Brown/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041936B *041611052-0031*	Room 19 - Carpet / Floor Adhesive Red (Flexible)	Brown/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041937A *041611052-0032*	Room 19 - Red Leveler (Hard)	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041938 *041611052-0033*	Classroom 221 Annex - Tan Floor Tile	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041939 *041611052-0034*	Classroom 221 Annex - Black/Yellow Mastic	Black/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 04/29/2016 17:28:27

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200 Route 130 North Cinnaminson, NJ 08077
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http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041611052
Customer ID: LANG78
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
041940 *041611052-0035*	Classroom 144 Annex - Tan Floor Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041941 *041611052-0036*	Classroom 144 Annex - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041942 *041611052-0037*	Bathroom (Rm 144) Annex - White Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041943 *041611052-0038*	Bathroom (Rm 144) Annex - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041944 *041611052-0039*	Classroom 208 - Tan Floor Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041945 *041611052-0040*	Classroom 208 - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041946 *041611052-0041*	Classroom 114 Closet - Off White / Tan Floor Tile	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041947 *041611052-0042*	Classroom 114 Closet - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041948 *041611052-0043*	Classroom 114 Closet - Red Leveler	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041949 *041611052-0044*	Classroom 114 - Brown Floor Tile	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041950 *041611052-0045*	Classroom 114 - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041951 *041611052-0046*	Classroom 102 - Tan Floor Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041952 *041611052-0047*	Classroom 102 - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041953 *041611052-0048*	Classroom 3 - Tan Floor Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041954 *041611052-0049*	Classroom 3 - Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041955 *041611052-0050*	Classroom 3 - Red / Gray Leveler	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041956 *041611052-0051*	Classroom 25 - Tan Floor Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041957 *041611052-0052*	Classroom 25 - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041958 *041611052-0053*	Classroom 19 - Tan Floor Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 04/29/2016 17:28:27

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041611052
Customer ID: LANG78
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
041959 *041611052-0054*	Classroom 19 - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041960 *041611052-0055*	Corridor (By 25) - Tan Floor Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041961 *041611052-0056*	Corridor (By 25) - Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Alexis Kum (41)
Brett Poulton (15)

Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials menufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial Report From: 04/29/2016 17:28:27

Appendix B

XRF Lead-Based Paint Screening Results

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name: Hop Brook

Site Address

Project No.

Survey Date 4/25/16

Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings K Shell mg/cm2	XRF Readings L Shell mg/cm2	XRF Readings K-Fe mg/cm2	Results	Comments
01	Door frame	metal	green	Rm 25				0.03	
02	Door	wood	clear					0	
03	cove base	vinyl	tan					0.05	
04	wall	sheetrock	white					0	
05	Transition strip	vinyl	tan					0.1	
06	heater	metal	white	Rm 1				0	
07	cove base	vinyl	tan					0.03	
08	whiteboard wall	Sheetrock	white					0	
09	pillar			Rm 3				0	
10	Door frame	metal	green					0.03	
11	Door	wood	clear					0	
12	whiteboard wall	Sheetrock	blue	Rm 19				0	
13	pillar	metal	white					0	
14	cove base	vinyl	tan					0.05	
15	closet Door frame	metal	green	Rm 15				0.11	
16	closet Door	wood	clear					0	
17	window wall	Sheetrock	white					0.2	
18	cove base	vinyl	tan					0.04	
19	closet door frame	metal	green	Rm 103				0.21	
20	closet door	wood	clear					0	
21	wall	sheetrock	white					0	
22	cove base	vinyl	tan	Rm 110				0	
23	wall - window	plaster (?)	white					0.18	
24	wall	Sheetrock	white	Rm 134				0	
25	cove base	vinyl	tan					0.06	

Notes: N = Negative
P = Positive

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name:

Project No.

Site Address

Survey Date

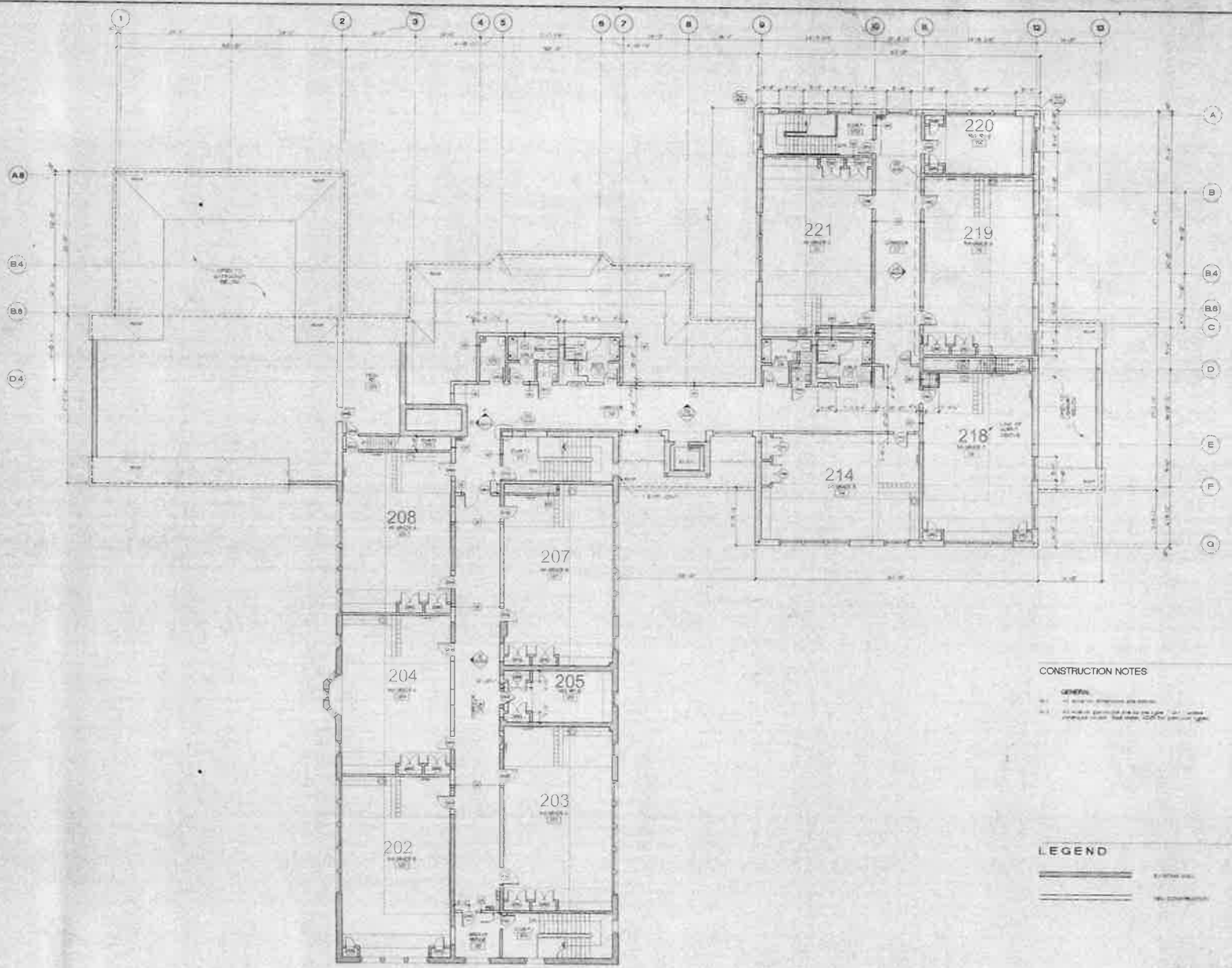
Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings K Shell mg/cm2	XRF Readings L Shell mg/cm2	XRF Readings K-Fe mg/cm2	Results	Comments
26	closet wall	Sheetrock	white	Rm 146				0	
27	closet Door frame	metal	green	↓				0.02	
28	closet Door	wood	clear	↓				0	
29	whiteboard wall	Sheetrock	white	Rm 144				0	
30	corner bead	Vinyl	tan	↓				0.05	
31	closet Door frame	metal	green	Rm 208				0.02	
32	closet Door	wood	clear	↓				0	
33	Wall - closet	Sheetrock	white	↓				0	
34	corner bead	vinyl	tan	↓				0.04	
35	window wall	Sheetrock	white	Rm 202				0	
36	corner bead	vinyl	tan	↓				0.04	
37	closet Door frame	metal	green	Rm 214				0.04	
38	closet Door	wood	clear	↓				0	
39	closet wall	Sheetrock	white	↓				0	
40	storage shelves	wood	gray	Rm 221				0	
41	sink wall	Sheetrock	white	↓				0	
42	corner bead	wood vinyl	tan	↓				0.02	
43									
44									
45									
46									
47									
48									
49									
50									

Notes: N = Negative
P = Positive

Appendix C

Drawings



1A SECOND FLOOR PLAN
1/8"=1'-0" EL. 223.21

CONSTRUCTION NOTES

GENERAL

LEGEND

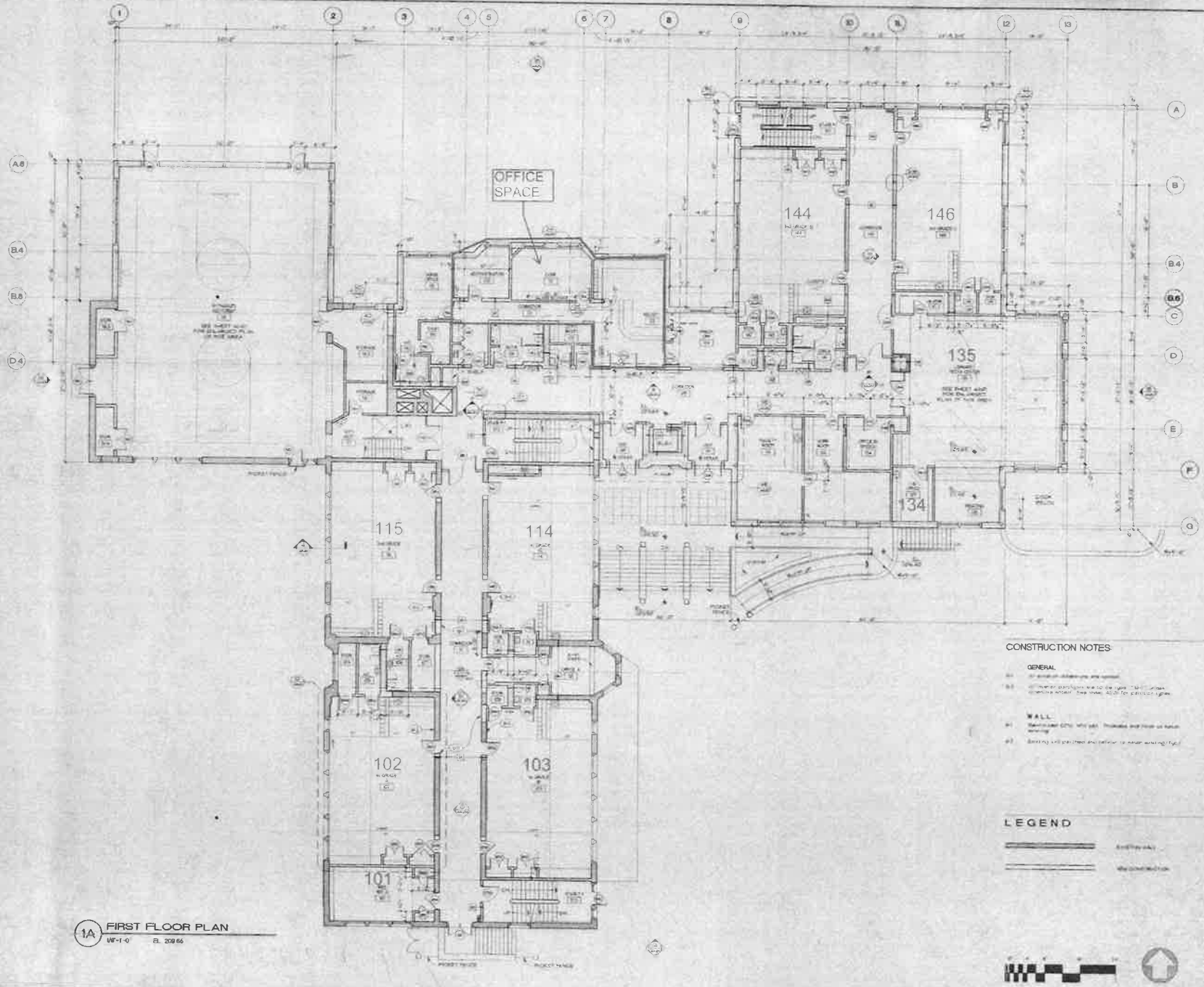
Stecker LaBau Arneill McManus
Architects Incorporated

Hop Brook Elementary School
Naugatuck Connecticut

SECOND FLOOR PLAN

01-15-92
1/8"=1'-0"
90063

A1.03



1A FIRST FLOOR PLAN
1/8"-1'-0" B. 20966

CONSTRUCTION NOTES:

GENERAL

WALL

LEGEND

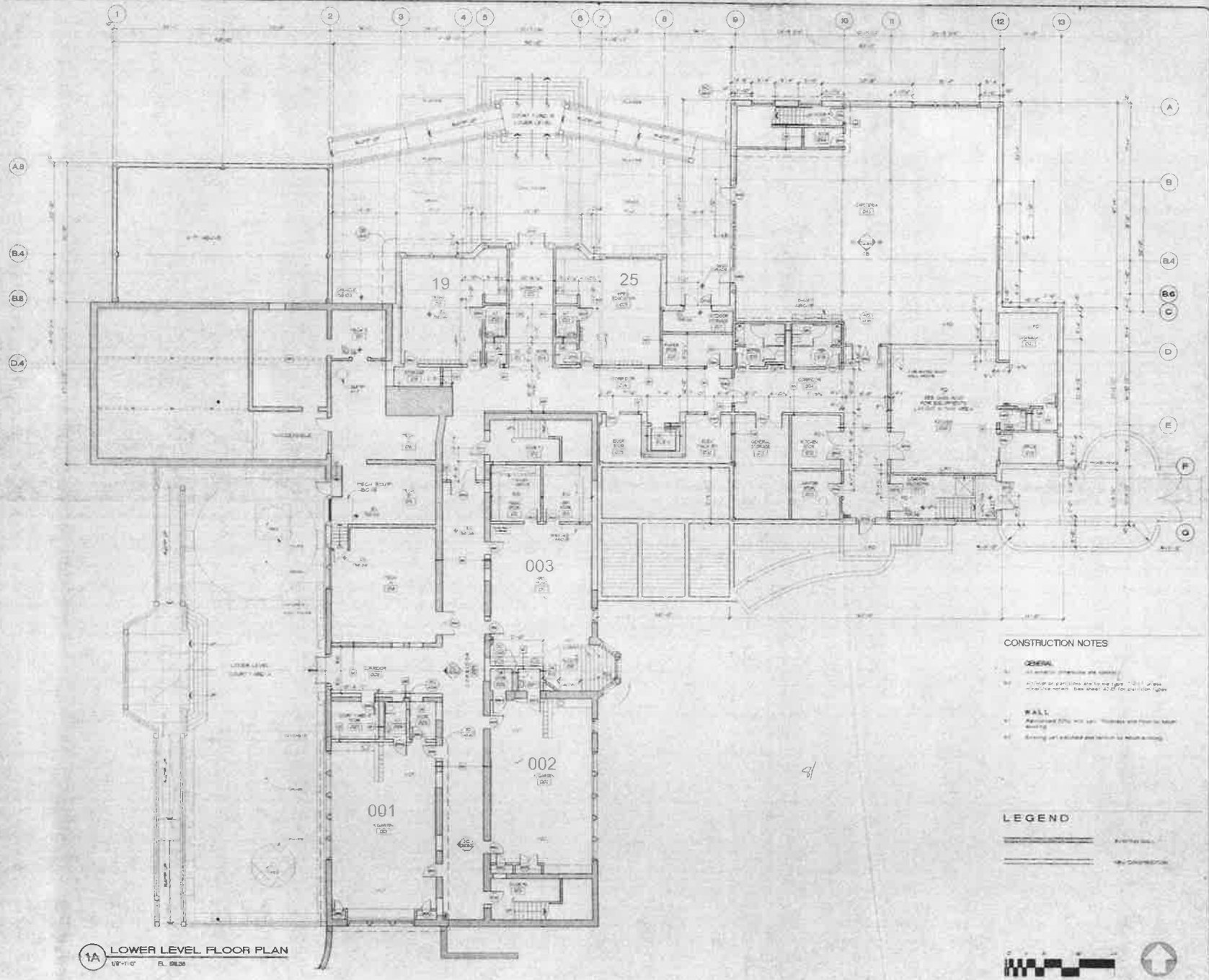
Stecker LaBau Arneill McManus
Architects Incorporated

Hop Brook Elementary School
Naugatuck Connecticut

FIRST FLOOR PLAN

01-15-02
1/8"-1'-0"
90063

A1.02



1A LOWER LEVEL FLOOR PLAN
1/8"=1'-0" EL. 98.25

CONSTRUCTION NOTES

GENERAL

WALL

LEGEND

Stecker
LaBau
Arneill
McManus
Architects
Incorporated
Somerset Square
90 Glastonbury Boulevard
Glastonbury
Connecticut 06033-4459
Telephone 203 657-8877
Fax 203 657-3143

Hop Brook Elementary School
Naugatuck
Connecticut

STATE PROJECT #
056-SD-042EA

LOWER LEVEL FLOOR PLAN

01-15-92
1/8"=1'-0"
90063

A1.01

Appendix D

Langan Certifications and Accreditations

LANGAN

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436509	000191	04/30/17

PROFESSION
LEAD INSPECTOR RISK ASSESSOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436510	000041	04/30/17

PROFESSION
ASBESTOS CONSULTANT-INSP/MGMT PLANNER

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437365	000077	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT MONITOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437366	000058	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT DESIGNER

SIGNATURE _____ COMMISSIONER _____

QuES&T

Quality Environmental Solutions & Technologies, Inc
1376 Route 9, Wappingers Falls, NY 12590
Phone 845-298-6031 Fax 845-298-6251

HEREBY CERTIFIES THAT

MATTHEW MYERS

HAS SUCCESSFULLY COMPLETED A TRAINING SEMINAR IN:

NYS/EPA INSPECTOR REFRESHER

MEETING THE REQUIREMENTS OF NYSDOH 10 NYCRR, PART 73 AND TSCA TITLE 11 AND RECEIVED THIS CERTIFICATE BY:

KENNETH C. ECK
TRAINING DIRECTOR

NOTE: Official record of successful completion is DOH 2832 Certificate of Completion of Asbestos Safety Training

Note: DOH 2832 - A $20 fee shall be charged for replacement of Certificate of Completion DOH 2832

ON THIS DATE: 08/12/2015

CERTIFICATE NUMBER: 734718 **EXPIRATION DATE 08/12/2016**

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LITHO IN U.S.A.

CERT# L-600 - 816

CHEMSCOPE TRAINING DIVISION

LEAD INSPECTOR/RISK ASSESSOR REFRESHER

8HOUR TRAINING CERTIFICATE

Matthew Myers

555 Long Wharf Drive , New Haven CT

Has attended an 8 hour course on the subject discipline in English on

9/3/2015 and has passed a written and hands on skills examination.

The above individual has successfully completed the above training course approved in accordance with the Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Examination Date: 9/3/2015

Expiration Date: 9/3/2016

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

Ronald D. Arena
Training Manager

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

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LITHO IN U.S.A.

LIMITED PRE-RENOVATION HAZARDOUS MATERIAL SURVEY REPORT

for

Maple Hill Elementary School
641 Maple Hill Road
Naugatuck, Connecticut

Prepared For:

Silver/Petrucelli & Associates
3190 Whitney Avenue
Building 2
Hamden, Connecticut 06518

Prepared By:

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

Matthew A. Myers
Senior Hazmat Specialist

29 April 2016
140141601

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Appendix D Langan Certifications and Accreditations

ACRONYMS

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

1.0 INTRODUCTION

Langan CT, Inc. (Langan) prepared this limited Pre-Renovation Hazardous Materials (Hazmat) Survey Report on behalf of the Silver Petrucelli & Associates Architects and the Town of Naugatuck to identify possible hazardous materials that may exist in limited portions of Maple Hill Elementary School at 641 Maple Hill Road in Naugatuck, Connecticut. The survey was limited to the interior of classrooms (with storage shelving/islands) and the cafeteria.

The objectives of this limited Pre-Renovation Hazmat Survey Report were to identify the presence/absence of accessible asbestos-containing materials (ACM) and lead-based paint (LBP) so these materials can be quantified and assessed in support of scheduled renovation activities (replace cafeteria and classroom flooring in conjunction with removing storage islands, upgrade/replace fire alarm system).

PROJECT INFORMATION

Client Name:	Silver/Petrucelli & Associates 3190 Whitney Avenue Building 2 Hamden, Connecticut	Property Visit Date:	22 April 2016
Professional's project #:	140141601	Construction Dates:	1989
Consultant's Project Manager:	Matthew A. Myers	No. Buildings:	One
Phone No.:	203-562-5571	No. of Stories:	Two Story
Email:	mmyers@langan.com	Bldgs. Gross Footage:	76,000 Square Feet
Property Address:	641 Maple Hill Road		
Property Town, State:	Naugatuck, Connecticut	Property Use:	Elementary School

The following sections summarize Hazmat findings for the limited areas of the building surveyed.

2.0 ASBESTOS-CONTAINING MATERIALS (ACM)

Terminology

Suspect Asbestos-Containing Materials

Asbestos was used in certain types of construction and building materials. Until a material is examined by using polarized light microscopy (PLM) or a similar technique, the building material is considered as a suspect asbestos-containing material. A few examples of these materials include wall and ceiling plasters, sheetrock/taping compound, flooring materials, cove base and adhesives, ceiling panels, thermal system insulation, fireproofing insulation, roofing materials, adhesives, damp-proofing/waterproofing materials, caulking and glazing compounds, etc. Any suspect ACM and/or building material of unknown asbestos content should be assumed to be an asbestos containing material and handled and disposed of accordingly. Demolition, renovation, maintenance or daily activities should not disturb building materials that are found to contain asbestos, assumed to contain asbestos or that have not been tested for possible asbestos content.

Asbestos–Containing Material

A material with an asbestos concentration greater than one percent by weight is considered as ACM by the United States Environmental Protection Agency (USEPA). Thus, a material which contains asbestos in concentrations greater than 1% by weight is considered as "positive" while materials that do not contain asbestos or asbestos is detected in concentrations less than one percent by weight are considered as "negative".

Regulatory Guidelines and Requirements

Federal

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovation and demolition activities, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegates responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate. OSHA considers any amount of asbestos to be regulated.

State

Asbestos in Connecticut is regulated by the State of Connecticut Department of Public Health (CTDPH), under Standards for Asbestos Abatement – Section 19a-333a-1 through 16 of Regulations of Connecticut State Agencies (RCSA) and Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consulting Services – Section 20-440-1 through 9 and Section 20-441 of RCSA.

Limited Asbestos Survey

During this limited survey, suspect ACM were separated into three USEPA categories. These categories are: thermal system insulation (TSI), surfacing materials and miscellaneous materials. TSI includes all materials used to prevent heat gain or loss or water condensation on mechanical systems. Typical examples of TSI are boiler, duct and tank insulation, pipe and pipe fitting insulation. Surfacing materials are sprayed, troweled or otherwise applied to an existing surface and common uses are fireproofing, decorative and acoustical plaster applications. Miscellaneous materials include all ACM not listed as TSI or surfacing and include: flooring materials, ceiling tiles, adhesives, caulking and glazing compounds, damp-proofing/tars/mastics, roofing materials, transite cement board, sink undercoating, sheetrock/taping compounds, cove base materials and other materials. State of Connecticut DPH licensed asbestos inspector Matthew Myers (#000041) performed the survey.

ACM Results Summary

A total of 52 bulk samples were collected and analyzed for possible asbestos content. Detailed bulk sampling results are included in Tables 1 below. Analytical asbestos laboratory data can be found in Appendix A.

As required by the USEPA, samples were analyzed by individual layers (i.e., floor tile & the associated mastic were analyzed as two separate samples, rough and finish coat plasters, etc.). Bulk samples of the suspect asbestos-containing materials (ACM) were analyzed using the Polarized Light Microscopy (PLM) analytical methodology in accordance with EPA Protocol 600/R-93/116. Select bulk sample materials, classified as Non-friable Organically Bound (NOB) (i.e. flooring materials, roofing materials, mastics), were additionally analyzed using PLM Point Count if they were found to contain low amounts of asbestos. The samples were analyzed by EMSL of Cinnaminson, New Jersey. EMSL is accredited by the National Voluntary Laboratory Program (NVLAP) and American Industrial Hygiene Association (AIHA).

Utilizing the USEPA protocol and criteria, the following materials were determined to be **non-ACM**:

Table 1 – Non-Asbestos Containing Materials

Material	Location	Sample ID
Sheetrock/Taping Compound – Miscellaneous	Throughout (see chain of custody for location of samples)	042201A, B 042202A, B 042203
Ceiling Tiles – Miscellaneous	Throughout (see chain of custody for location of samples)	042204A, B 042205A, B 042206A, B 042207A, B
Yellow Carpet Adhesive – Miscellaneous	Throughout Classrooms (see chain of custody for location of samples)	042208A - C
12"x12" Floor Tiles (White, Tan) and Yellow Mastic – Miscellaneous	Throughout Classrooms (see chain of custody for location of samples)	042209A, B 042210A, B 042211A, B 042212A, B
Red and Gray Rubber Flooring, Associated Adhesives, and Cafeteria Gray Floor Leveler – Miscellaneous	Throughout Classrooms and Cafeteria	042213A, B 042214A, B 042215A, B 042216A, B 042217A, B
Cove Base (Red, Gray, Black) and Associated Adhesives (Yellow, White, Dark Brown) – Miscellaneous	Throughout Classrooms (see chain of custody for location of samples)	042218A, B 042219A, B 042220A, B 042221A, B 042222A, B 042223A, B 042224A, B 042225A, B
Storage Island Millwork – Miscellaneous	Throughout Classrooms	042226A, B

DISCLAIMERS: Some locations/materials were not sampled during this survey due to location, known renovation/demolition activities and damage required to inspect certain materials/areas.

Inaccessible/Hidden/Unsampled Materials

Suspect asbestos containing materials may exist under the existing floor surfaces. The inspector checked several areas underneath the floor tiles and rubber flooring and found only yellow adhesive. The inspector also checked beneath two islands and found carpeting or similar flooring materials that were accessible and sampled. There is the possibility that other suspect asbestos containing flooring mastic/materials may exist in areas not checked and should be assumed to contain asbestos if found. The inspection was limited to the classrooms and cafeteria. Additional flooring materials (and other building materials) exist in other areas of the school that will require sampling if they are to be disturbed (music room, different floor tile in room 33, offices, gym, large center areas, etc) and should be assumed to contain asbestos.

3.0 LEAD-BASED PAINT (LBP) XRF SCREENING

A lead paint screening was performed using an X-Ray Fluorescence (XRF) lead paint analyzer. Matthew Myers, a State of Connecticut DPH Certified Lead Inspector (#000191) performed the lead screening using a Niton XLp300.

Limited LBP testing did not exceed lead concentrations of the HUD/EPA action level of equal to or greater than 1.0 mg/cm^2. The LBP data table can be found in Appendix B.

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

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

4.0 UNIVERSAL WASTE ASSESSMENT

Completion of detailed Universal Waste Assessment (identifying the number and location of Universal Waste items) was not conducted as part of this limited Pre-Renovation Hazardous Building Materials Survey. However, several universal waste items may be present in the classroom storage islands as well as the fire alarm system. All universal waste that is present in the building and scheduled for removal will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal, State, and local regulations.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Langan provides the following conclusions and recommendations, based on the findings of this limited Pre-Renovation Hazardous Building Materials Survey:

ACM was not identified in the building materials sampled. The inspector investigated several areas below the existing rubber flooring/floor tiles, under a couple storage islands and did not find suspect asbestos containing black, other colored mastic or other flooring materials. Should suspect asbestos containing mastic or other materials be found during floor removal or other work, the work should cease and the material(s) tested for possible asbestos content prior to disturbance. If a material is found to contain asbestos and will be disturbed by the project, it must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor.

All universal waste present in the building, to be disturbed as part of renovation activities, should be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling and disposal must be performed in accordance with applicable Federal, State, and local regulations.

6.0 LIMITATIONS

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

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

Any suspect material that is not listed in this report must be assumed as ACM until confirmed otherwise via laboratory testing. TEM analysis of building materials was not authorized or performed.

The consultant was not asked to test or analyze any caulking, glazing or sealant compounds or other materials for the presence of PCBs. PCB sampling was not included as part of this survey. Mercury testing of flooring materials was not included as part of this survey.

\\langan.com\data\NHV\data6\140141601\Engineering Data\Environmental\Naugatuck Schools\Maple Hill\Maple Hill Pre-Renovation HAZMAT Report.doc

Appendix A

Analytical Laboratory Results and Chain of Custody – Asbestos Samples

LANGAN

OrderID: 041610502

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041610502

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: Langan CT	**EMSL-Bill to:** ☐ Same ☒ Different If Bill to is Different note instructions in Comments** Langan_InvoiceCapture@ConcurSolutions.com *Third Party Billing requires written authorization from third party*
Street: 555 Long Wharf Drive	
City: New Haven **State/Province:** CT	**Zip/Postal Code:** 06511 **Country:** USA
Report To (Name): Matthew Myers	**Telephone #:** 203.562.5771
Email Address: MMyers@Langan.com	**Fax #:** 203.789.6142 **Purchase Order:**
Project Name/Number: Nauagatuck 170141601	**Please Provide Results:** ☐ Fax ☒ Email
U.S. State Samples Taken: CT	**CT Samples:** ☐ Commercial/Taxable ☒ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM – Bulk
☒ PLM EPA 600/R-93/116 (<1%)	☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
☐ PLM EPA NOB (<1%)	☐ NY ELAP Method 198.4 (TEM)
Point Count ☒ 400 (<0.25%) ☐ 1000 (<0.1%) If <3%	☐ Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
☐ NIOSH 9002 (<1%)	☐ TEM Qualitative via Filtration Prep Technique
☐ NY ELAP Method 198.1 (friable in NY)	☐ TEM Qualitative via Drop Mount Prep Technique
☐ NY ELAP Method 198.6 NOB (non-friable-NY)	**Other**
☐ OSHA ID-191 Modified	☐ Maple Hill Elem. School Nauagatuck, CT
☐ Standard Addition Method	

RECEIVED EMSL CINNAMINSON, NJ 16 APR 25 AM 10:

☒ Check For Positive Stop – Clearly Identify Homogenous Group A, B, C **Date Sampled:** 4/22/16

Samplers Name: Matt Myers **Samplers Signature:**

Sample #	HA #	Sample Location	Material Description
042201A		Corridor/Class (Rm 40)	Sheetrock
B		(Teachers Lounge)	"
02A		(Rm 40	Taping Compound
B		(Teachers Lounge)	"
03		(Rm 40)	Composite sheetrock/Taping Compound
042204A		Classroom 40	Ceiling Tile
B		" 19	"
05A		Corridor (Rm 40)	"
B		" (Rm 29)	"

Client Sample # (s): **Total # of Samples:** 52

Relinquished (Client): **Date:** 4/22/16 **Time:**

Received (Lab): EMSL FA **Date:** 4-25 2016 **Time:** 9:00 pm

Comments/Special Instructions:

EMSL ANALYTICAL, INC

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only): 041610502

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
042206A		Bathroom (6am)	Ceiling Tile
⊥ B		⊥	⊥
042207A		Kitchen	Ceiling Tile
⊥ B		⊥	⊥
042208A		Classroom 37	Carpet Adhesive yellow
B		36	⊥
⊥ C		Resource Room	
042209A		Classroom 41	12x12 white streaked Floor Tile
⊥ B		⊥ 29	⊥
042210A		Classroom 41	Yellow Adhesive For ↑
⊥ B		⊥ 29	⊥
042211A		Classroom 24	12x12 Tan Floor Tile (older)
⊥ B		⊥ 21	⊥
042212A		Classroom 24	Yellow Adhesive For ↑
⊥ B		⊥ 21	⊥
042213A		Classroom 37	Red Rubber Floor
B		⊥ 29	⊥
042214A		Classroom 37	Adhesive For
⊥ B		⊥ 29	⊥
042215A		Cafeteria	Gray Rubber Floor
⊥ B		⊥	⊥
042216A		⊥	Adhesive For ↑
⊥ B		⊥	⊥
042217A		Cafeteria	Gray concrete/leveler attached
⊥ B		⊥	⊥

*Comments/Special Instructions:

RECEIVED EMSL CINNAMINSON, NJ SPR 08 LH 10:

Page 2 of 3 pages

OrderID: 041610502

EMSL ANALYTICAL, INC

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number *(Lab Use Only)*

041610502

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location		Material Description
042218A		Classroom	41	Red Cove Base
B		⊥	29	⊥
19A		⊥	41	thicker Yellow Cove adhesive
B		⊥	29 (island)	⊥
20A		⊥	29	thinner white cove adhesive
B		⊥	37	⊥
21A		⊥	41	Gray Cove Base
B		⊥	29	⊥
22A		⊥	41	Yellow Cove Adhesive for ↑
B		⊥	29	⊥
042223A		Cafe		Black Cove Base
B		Classroom	24	⊥
24A		Cafe		white Adhesive for ↑
B		Classroom	24	⊥
25A		Classroom	6	Dark Brown Cove Adhesive ONLY
B		⊥		⊥
26A		Classroom	29	Island mill work
B		⊥		⊥

*Comments/Special Instructions:

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EMSL
CINNAMINSON NJ
16 APR 25 AM 10:47

Page 3 of 3 pages

Controlled Document - Asbestos COC - R6 - 11/29/2012

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610502
Customer ID: LANG78
Customer PO:
Project ID:

Attention: Matthew Myers
Langan Engineering & Environ. Services
Long Wharf Maritime Center
555 Long Wharf Drive
New Haven, CT 06511
Project: 140141601 / Maple Hill Elementary School, Naugatack CT

Phone: (203) 562-5771
Fax: (203) 789-6142
Received Date: 04/25/2016 9:00 AM
Analysis Date: 04/26/2016
Collected Date: 04/22/2016

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
042201A *041610502-0001*	Corridor/Class Rm 40 - Sheetrock	Brown/White Non-Fibrous Homogeneous	15% Cellulose 3% Glass	82% Non-fibrous (Other)	None Detected
042201B *041610502-0002*	Corridor/Class Teachers Lounge - Sheetrock	Brown/White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
042202A *041610502-0003*	Corridor/Class Rm 40 - Taping Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042202B *041610502-0004*	Corridor/Class Teachers Lounge - Taping Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042203 *041610502-0005*	Corridor/Class Rm 40 - Composite-Sheetrock /Taping Compound	Brown/White Non-Fibrous Homogeneous	12% Cellulose 3% Glass	85% Non-fibrous (Other)	None Detected
042204A *041610502-0006*	Classroom 40 - Ceiling Tile	White Fibrous Homogeneous	30% Cellulose 50% Min. Wool	20% Non-fibrous (Other)	None Detected
042204B *041610502-0007*	Classroom 19 - Ceiling Tile	White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
042205A *041610502-0008*	Corridor Rm 40 - Ceiling Tile	White Fibrous Homogeneous	30% Cellulose 50% Min. Wool	20% Non-fibrous (Other)	None Detected
042205B *041610502-0009*	Corridor Rm 29 - Ceiling Tile	White Non-Fibrous Homogeneous	30% Cellulose 50% Min. Wool	20% Non-fibrous (Other)	None Detected
042206A *041610502-0010*	Bathroom Gym - Ceiling Tile	White Fibrous Homogeneous	85% Min. Wool	15% Non-fibrous (Other)	None Detected
042206B *041610502-0011*	Bathroom Gym - Ceiling Tile	White Fibrous Homogeneous	85% Min. Wool	15% Non-fibrous (Other)	None Detected
042207A *041610502-0012*	Kitchen - Ceiling Tile	White Fibrous Homogeneous	85% Min. Wool	15% Non-fibrous (Other)	None Detected
042207B *041610502-0013*	Kitchen - Ceiling Tile	White Fibrous Homogeneous	85% Min. Wool	15% Non-fibrous (Other)	None Detected
042208A *041610502-0014*	Classroom 37 - Carpet Adhesive Yellow	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042208B *041610502-0015*	Classroom 36 - Carpet Adhesive Yellow	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 04/27/2016 07:42:43

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610502
Customer ID: LANG78
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
042208C *041610502-0016*	Resources Room - Carpet Adhesive Yellow	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042209A *041610502-0017*	Classroom 41 - 12x12 White Streaked Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042209B *041610502-0018*	Classroom 29 - 12x12 White Streaked Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422010A *041610502-0019*	Classroom 41 - Yellow Adhesive for 09A	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422010B *041610502-0020*	Classroom 29 - Yellow Adhesive for 09B	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422011A *041610502-0021*	Classroom 24 - 12x12 Tan Floor Tile (older)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422011B *041610502-0022*	Classroom 21 - 12x12 Tan Floor Tile (older)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422012A *041610502-0023*	Classroom 24 - Yellow Adhesive for 11A	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422012B *041610502-0024*	Classroom 21 - Yellow Adhesive for 11B	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422013A *041610502-0025*	Classroom 37 - Red Rubber Floor	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422013B *041610502-0026*	Classroom 29 - Red Rubber Floor	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422014A *041610502-0027*	Classroom 37 - Adhesive for 13A	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422014B *041610502-0028*	Classroom 29 - Adhesive for 13B	Gray/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422015A *041610502-0029*	Cafeteria - Gray Rubber Floor	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422015B *041610502-0030*	Cafeteria - Gray Rubber Floor	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422016A *041610502-0031*	Cafeteria - Adhesive for 15A	Yellow/Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422016B *041610502-0032*	Cafeteria - Adhesive for 15B	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422017A *041610502-0033*	Cafeteria - Gray Concrete/Leveler Attached	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422017B *041610502-0034*	Cafeteria - Gray Concrete/Leveler Attached	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 04/27/2016 07:42:43

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610502
Customer ID: LANG78
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
0422018A *041610502-0035*	Calssroom 41 - Red Cove Base	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422018B *041610502-0036*	Calssroom 29 - Red Cove Base	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422019A *041610502-0037*	Calssroom 41 - Thick Yellow Cove Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422019B *041610502-0038*	Calssroom 29 - Thick Yellow Cove Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422020A *041610502-0039*	Calssroom 29 - Thin Whitish Cove Adhesive	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422020B *041610502-0040*	Calssroom 37 - Thin Whitish Cove Adhesive	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422021A *041610502-0041*	Calssroom 41 - Gray Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422021B *041610502-0042*	Calssroom 29 - Gray Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422022A *041610502-0043*	Calssroom 41 - Yellow Cove Adhesive for 21A	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422022B *041610502-0044*	Calssroom 29 - Yellow Cove Adhesive for 21B	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422023A *041610502-0045*	Café - Black Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422023B *041610502-0046*	Classroom 24 - Black Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422024A *041610502-0047*	Café - White Adhesive for 23A	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422024B *041610502-0048*	Classroom 24 - White Adhesive for 23B	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422025A *041610502-0049*	Classroom G - Dark Brown Cove Adhesive Only	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422025B *041610502-0050*	Classroom G - Dark Brown Cove Adhesive Only	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422026A *041610502-0051*	Classroom 29 - Island Mill Work	Tan/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0422026B *041610502-0052*	Classroom 29 - Island Mill Work	Tan/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 04/27/2016 07:42:43

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610502
Customer ID: LANG78
Customer PO:
Project ID:

Analyst(s)
Adam Eichen (26)
Nancy Stalter (26)

Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial Report From: 04/27/2016 07:42:43

Appendix B

XRF Lead-Based Paint Screening Results

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name: maple hill

Site Address

Project No.

Survey Date 4/25/16

Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings K Shell mg/cm2	XRF Readings L Shell mg/cm2	XRF Readings K-Fe mg/cm2	Results	Comments
01	c.nder block	c.nderblock	White	w.ndw/wall 1 cafe				0	
02	heater	metal	Brown	1				0	
03	cove Base	Vinyl	Black	cafe wall 2				0	
04	Door frame	metal	Brown	cafe wall 3				0	
05	Door	"	1	1				0	
06	Secure post	metal	white	1				0	
07	closet	metal	Gray	cafe wall 4				0	
08	closet floor	metal	Gray	1				0	
09	wall	c.nderblock	white	1				0.01	
10	cove base	Vinyl	Black	1				0	
11	[illegible] Closet wall	Sheetrock	pink	RM 26				0	
12	cove base	vinyl	Black	1				0	
13	[illegible] Closet wall	sheetrock	pink	1				0	
14	Door frame	metal	Gray	1				0.02	
15	Door	wood	Clear	1				0	
16	[illegible] Closet wall	Sheetrock	pink	RM 25				0	
17	Cove base	vinyl	Black	1				0	
18	Transition strip	vinyl	Gray	floor				0	
19	modular storage	wood	pink	RM 24				0	
20	[illegible] Closet wall	Sheetrock	pink	1				0	
21	Cove Base	vinyl	Black	1				0	
22	[illegible] Closet wall	Sheetrock	pink	RM 23				0	
23	Modular storage	wood	pink	1				0	
24	wall	Sheetrock	pink	RM 21				0	
25	Mod. Storage	wood	1	1				0	

Notes: N = Negative
P = Positive

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name:

Site Address

Project No.

Survey Date

Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings K Shell mg/cm2	XRF Readings L Shell mg/cm2	XRF Readings K-Fe mg/cm2	Results	Comments
26	wall	cinderblock	pink	hallway				0	
27	cove base	vinyl	Black	hallway				0	
28	Door Frame	metal	gray	Rm 19				0	
29	Door	wood	clear	"				0	
30	ceiling	sheetrock	pink	Library				0	
31	wall	"	"	Rm 9				0	
32	cove base	vinyl	black	"				0	
33	Door frame	metal	gray	"				0.06	
34	Door	wood	clear	"				0	
35	Square post	metal	pink	Rm 1				0	
36	Chalkboard wall	Sheetrock	pink	"				0	
37	wall	"	"	Rm 12				0	
38	~~Closet wall~~	"	"	Rm 41				0	
39	cove base	vinyl	gray	"				0	
40	Modular storage	wood	pink	"				0	
41	cove base	vinyl	Red	"				0.03	
42	Water	metal	Brown	Rm 31				0	
43	White Board wall	Sheetrock	pink	"				0	
44	~~Air Conditioner~~ Vent Box	metal	Pink	Rm 37				0	
45	window wall	Sheetrock	"	"				0	
46	Door frame	metal	gray	Rm 31				0.05	
47	Door	wood	clear	"				0	
48	Modular storage	"	pink	"				0.01	
49	~~Closet A/C~~ window wall	Sheetrock	"	"				0	
50	Closet wall	"	"	Rm 29				0	

Notes: N = Negative
P = Positive

PRELIMINARY XRF
LBP TESTING DATA SHEET

Client Name:

Site Address

Project No.

Survey Date

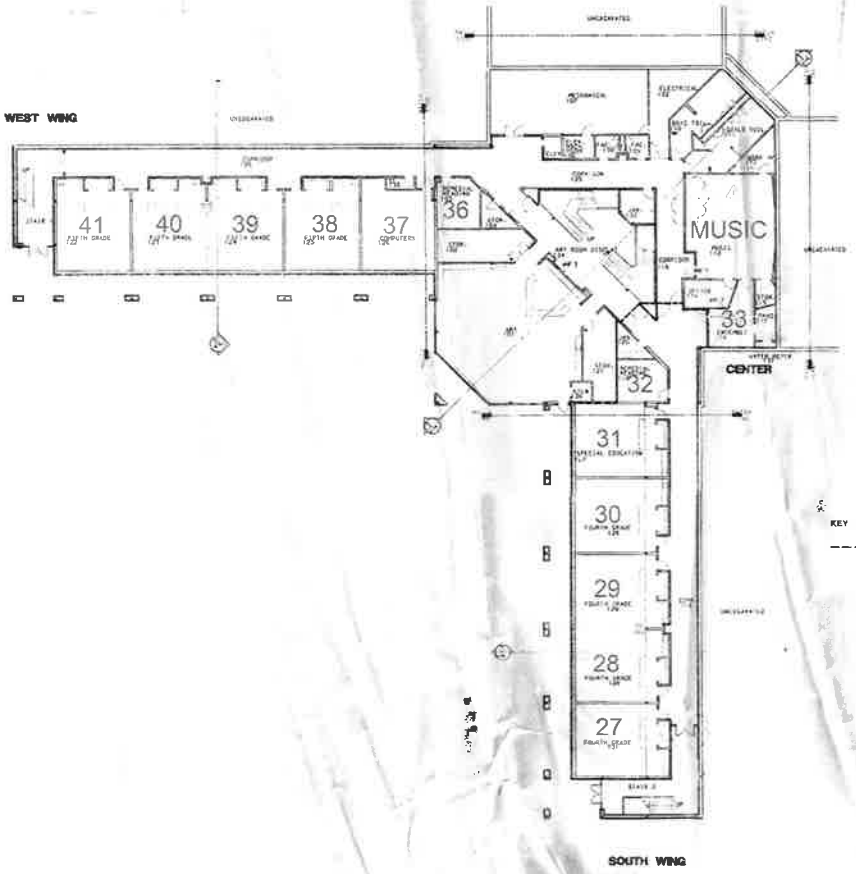
Total Assays Reported:

Survey ID#	Component	Substrate	Paint Color	Test Location	XRF Readings			Results	Comments
					K Shell mg/cm2	L Shell mg/cm2	K-Fe mg/cm2		
51	cove base	vinyl	red	Room 29				N	
52									
53									
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Notes: N = Negative
P = Positive

Appendix C

Drawings



KEY

1 HOUR FIRE RATED SMOKE PARTITIONS

PROJECT NORTH

LOWER FLOOR REFERENCE PLAN

DATE	MARK	DESCRIPTION
		REVISIONS

NEW ELEMENTARY SCHOOL

FOR THE BOROUGH OF NAUGATUCK

MAPLE HILL ROAD
NAUGATUCK, CONNECTICUT

MORGANTI
INCORPORATED
CONSTRUCTION MANAGERS

KAESTLE BOOS ASSOCIATES
INC. ARCHITECTS
31 HIGH STREET
NEW BRITAIN, CONNECTICUT 06051
PHONE (203) 225-0361

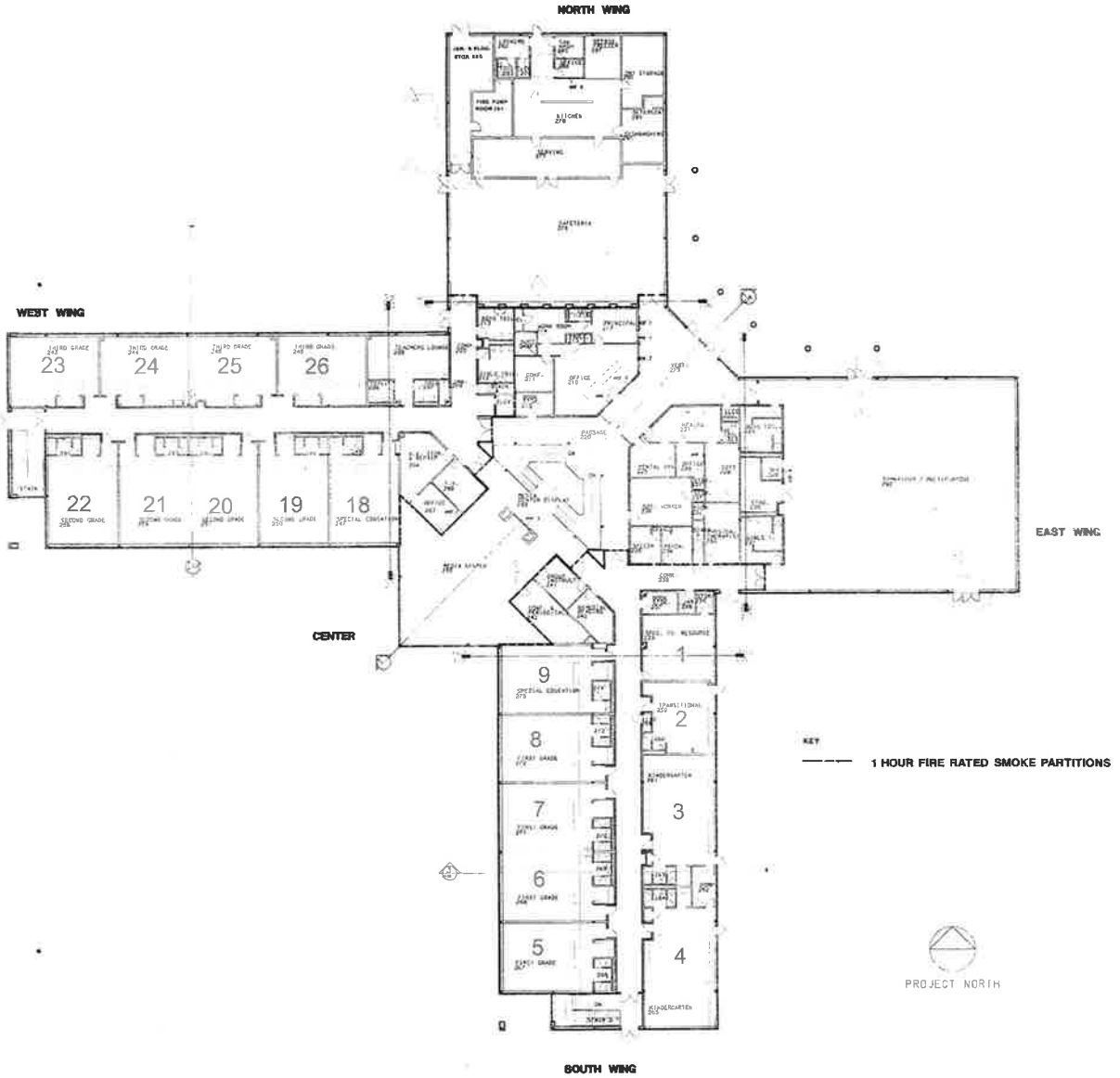
LOWER FLOOR
REFERENCE PLAN

PROJECT NO.

DRAWING NO.

A-1

DATE



UPPER FLOOR REFERENCE PLAN

DATE	MARK	DESCRIPTION
7-14-99	⚠	DOOR 104 MODIFIED, DOOR 105 MODIFIED, RELOCATING DOOR 104 DELETED, DOOR 106 MODIFIED. SMOKE PARTITIONS DESIGNATED FIRE PUMP ROOM ADDED BLDG. REF. 101 DELETED.
2-4-99		Drawing issued for Mechanical, plumbing, Fire protection, HVAC bidding and construction purposes.
2-4-99		Drawing issued for Electrical bidding and construction purposes.

REVISIONS

NEW ELEMENTARY SCHOOL

FOR THE
BOROUGH OF NAUGATUCK

MAPLE HILL ROAD
NAUGATUCK, CONNECTICUT

MORGANTI
INCORPORATED
CONSTRUCTION MANAGERS
10 SOUTH ST... P.O. BOX 173
RIDGEFIELD, CONN. 06877-0175
(203) 438-2875

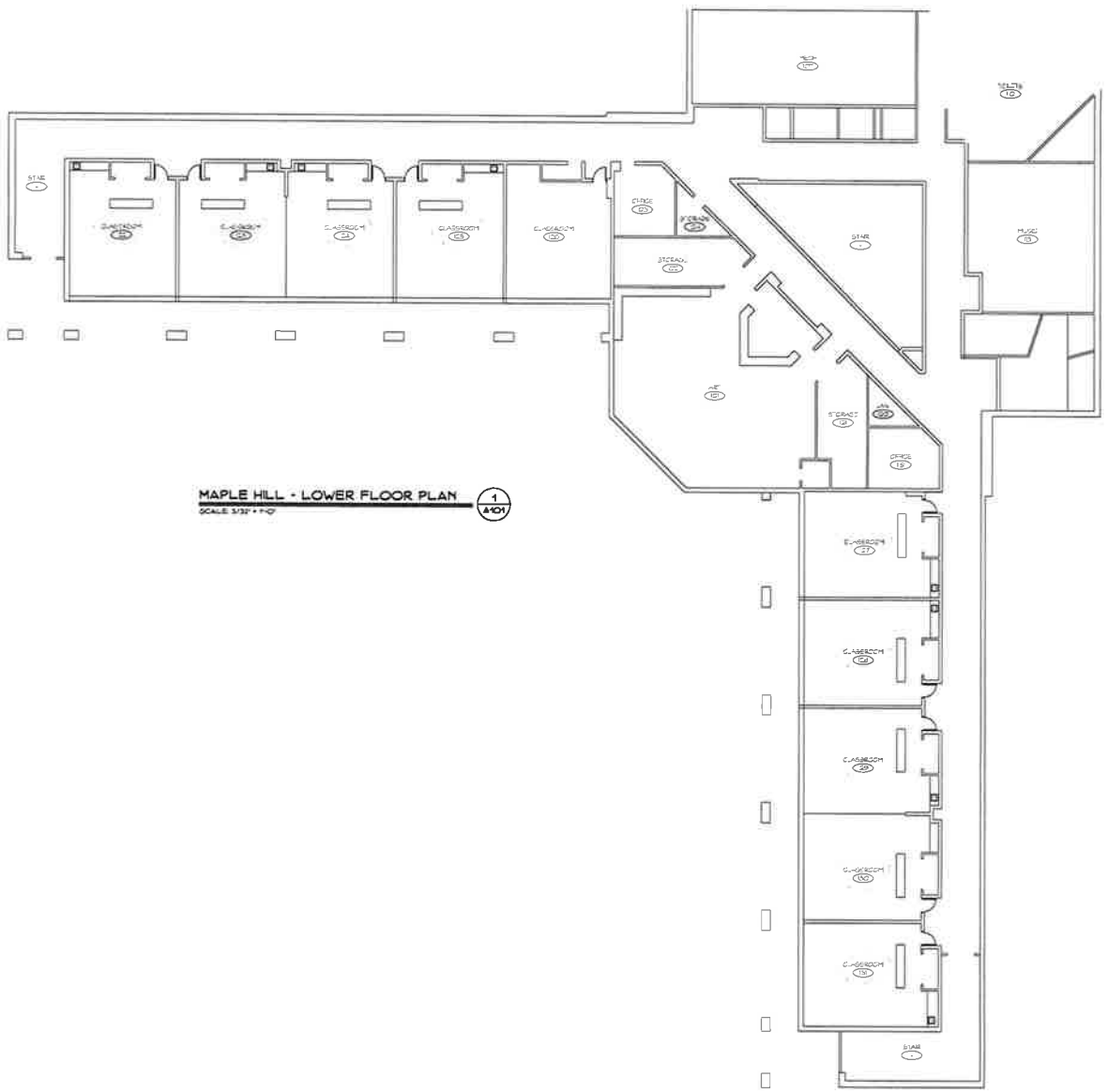
KAESTLE BOOS ASSOCIATES
INC. ARCHITECTS
31 HIGH STREET
NEW BRITAIN, CONNECTICUT 06051
PHONE (203) 229-0361

RUCAPS

SCALE 1/16"=1'-0"

UPPER FLOOR
REFERENCE PLAN

PROJECT NO. 97041
DRAWING NO. A-2
DATE



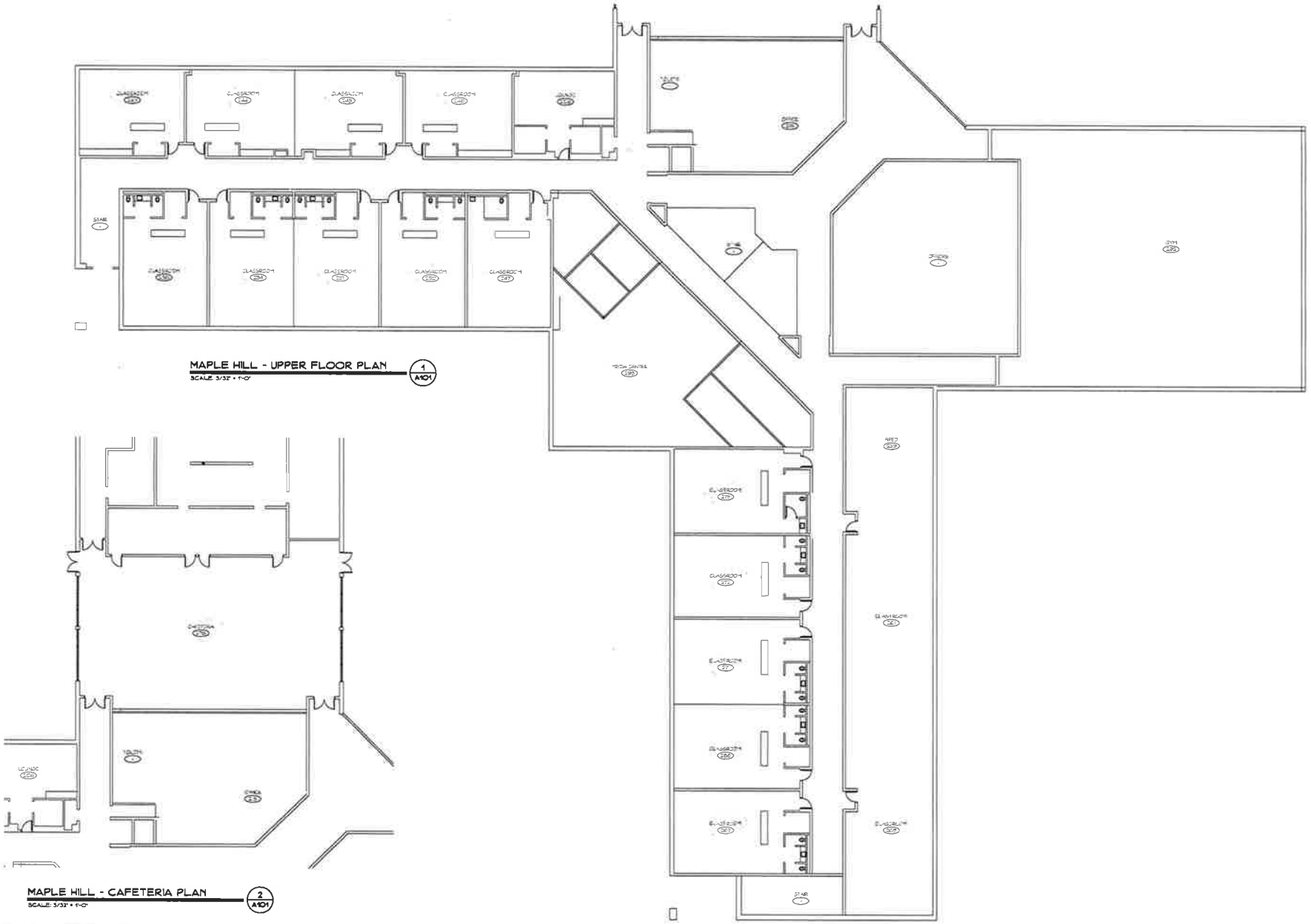
Naugatuck District Wide School Upgrades
497 Rubber Ave
Naugatuck, Connecticut 06770

SILVER / PETRUCELLI + ASSOCIATES
Architects / Engineers / Interior Designers
3190 Whitney Avenue, Hamden, CT 06518-2340
Tel. 203 230 9007 Fax. 203 230 8247
silverpetrucelli.com

Maple Hill ES
Existing Floor Plan

APRIL 19 2016
AS NOTED
RH

A101



Naugatuck District Wide School Upgrades
497 Rubber Ave
Naugatuck, Connecticut 06770

SILVER / PETRUCELLI + ASSOCIATES
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3190 Whitney Avenue, Hamden, CT 06518-2340
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Maple Hill ES
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APRIL 19 2016
AS NOTED
RH

A102

Appendix D

Langan Certifications and Accreditations

LANGAN

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436509	000191	04/30/17

PROFESSION
LEAD INSPECTOR RISK ASSESSOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-436510	000041	04/30/17

PROFESSION
ASBESTOS CONSULTANT-INSP/MGMT PLANNER

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437365	000077	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT MONITOR

SIGNATURE _____ COMMISSIONER _____

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
MATTHEW A. MYERS

VALIDATION NO	CERTIFICATE NO	CURRENT THROUGH
03-437366	000058	04/30/17

PROFESSION
ASBESTOS CONSULTANT-PROJECT DESIGNER

SIGNATURE _____ COMMISSIONER _____

QuES&T

Quality Environmental Solutions & Technologies, Inc
1376 Route 9, Wappingers Falls, NY 12590
Phone 845-298-6031 Fax 845-298-6251

HEREBY CERTIFIES THAT

MATTHEW MYERS

HAS SUCCESSFULLY COMPLETED A TRAINING SEMINAR IN:

NYS/EPA INSPECTOR REFRESHER

MEETING THE REQUIREMENTS OF NYSDOH 10 NYCRR, PART 73 AND TSCA TITLE 11 AND RECEIVED THIS CERTIFICATE BY:

KENNETH C. ECK
TRAINING DIRECTOR

NOTE: Official record of successful completion is DOH 2832 Certificate of Completion of Asbestos Safety Training

Note: DOH 2832 - A $20 fee shall be charged for replacement of Certificate of Completion DOH 2832

ON THIS DATE: 08/12/2015

CERTIFICATE NUMBER: 734718 **EXPIRATION DATE 08/12/2016**

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LITHO IN U.S.A.

CERT# L-600 - 816

CHEMSCOPE TRAINING DIVISION

LEAD INSPECTOR/RISK ASSESSOR REFRESHER

8HOUR TRAINING CERTIFICATE

Matthew Myers

555 Long Wharf Drive , New Haven CT

Has attended an 8 hour course on the subject discipline in English on

9/3/2015 and has passed a written and hands on skills examination.

The above individual has successfully completed the above training course approved in accordance with the Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Examination Date: 9/3/2015

Expiration Date: 9/3/2016

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

Ronald D. Arena
Training Manager

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

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SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Wood blocking and nailers.

1.3 DEFINITIONS

A. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.
3. WCLIB: West Coast Lumber Inspection Bureau.
4. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Powder-actuated fasteners.

5. Expansion anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.

B. Maximum Moisture Content of Lumber: Fifteen percent (15%) unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of fifteen percent (15%). Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood sills, blocking, and similar concealed members in contact with masonry or concrete.

2. Wood framing attached directly to the interior of below-grade exterior masonry or concrete walls.
3. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of twenty-five (25) or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional twenty (20) minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.
2. Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for all locations and where indicated.
3. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.

C. Kiln-dry lumber and plywood after treatment to a maximum moisture content of fifteen percent (15%).

D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

E. Application: Treat **all** rough carpentry unless otherwise indicated.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Grounds.

B. Provide Standard, Stud, or No. 3 grade lumber and any of the following species:

1. Hem-fir (north); NLGA.
2. Hem-fir; WCLIB or WWPA.
3. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.5 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1.

F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six (6) times the load imposed when installed in unit masonry assemblies and equal to four (4) times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Do not splice structural members between supports unless otherwise indicated.

C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

D. Provide fire blocking in stud spaces and other concealed cavities as indicated and as follows:

1. Fire block concealed spaces of framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal- thickness.

2. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.

E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use copper naphthenate for items not continuously protected from liquid water.

G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

END OF SECTION 061000

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Underlayment.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.4 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For following products, from ICC-ES:

1. Preservative-treated plywood.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS

A. Plywood: DOC PS 1.

B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.

C. Factory mark panels to indicate compliance with applicable standard.

2.2 PRESERVATIVE-TREATED PLYWOOD

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.3 SUBFLOORING AND UNDERLAYMENT

A. Underlayment: Provide underlayment in nominal thicknesses indicated or, if not indicated, not less than ¼ inch over smooth subfloors and not less than 3/8 inch over board or uneven subfloors.

1. Plywood Underlayment for Resilient Flooring: DOC PS 1, Exposure 1 Underlayment with fully sanded face.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.

2.5 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

1. Adhesives shall have a VOC content of 70 g/L or less.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."

D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

B. Fastening Methods: Fasten panels as indicated below:

1. Underlayment:

a. Nail or staple to subflooring.
b. Space panels 1/32 inch apart at edges and ends.
c. Fill and sand edge joints of underlayment receiving resilient flooring immediately before installing flooring.

END OF SECTION 061600

SECTION 064113 - WOOD-VENEER-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Architectural wood cabinets.
2. Wood furring, blocking, shims, and hanging strips for installing architectural wood cabinets unless concealed within other construction before cabinet installation.
3. Shop finishing of architectural wood cabinets.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets and concealed within other construction before cabinet installation.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product, including panel products, accessories, and finishing materials and processes.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components. **Provide shop drawings for this section immediately following award of contract due to long lead times for fabrication.**

1. Show details full size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for electrical switches and outlets and other items installed in architectural wood cabinets.
4. Show veneer leaves with dimensions, grain direction, exposed face, and identification numbers indicating the flitch and sequence within the flitch for each leaf.

C. Samples:

1. Lumber for transparent finish, not less than 5 inches wide by 12 inches long, for each species and cut, finished on one (1) side and one (1) edge.

2. Veneer leaves representative of and selected from flitches to be used for transparent-finished cabinets.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Product Certificates: For each type of product.

C. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of typical architectural wood cabinets as shown on Drawings.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between twenty-five and fifty-five percent (25 and 55%) during the remainder of the construction period.

B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed, and indicate measurements on Shop Drawings.

C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.9 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that wood-veneer-faced architectural cabinets can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL WOOD CABINETS, GENERAL

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural wood cabinets indicated for construction, finishes, installation, and other requirements.

1. The Contract Documents contain selections chosen from options in the quality standard and additional requirements beyond those of the quality standard. Comply with those selections and requirements in addition to the quality standard.

2.2 WOOD CABINETS FOR TRANSPARENT FINISH

A. Grade: **Custom**.

B. Type of Construction: Frameless.

C. Wood for Exposed Surfaces:

1. Species: Red oak.
2. Cut: Rift cut/rift sawn.
3. Grain Direction: Vertically for fixed panels.
4. Matching of Veneer Leaves: Book match.
5. Veneer Matching within Panel Face: Balance match.
6. Veneer Matching within Room: Provide cabinet veneers in each room or other space from a single flitch with doors, drawer fronts, and other surfaces matched in a sequenced set with continuous match where veneers are interrupted perpendicular to the grain.

D. Semi-Exposed Surfaces: Same species and cut indicated for exposed surfaces.

2.3 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: Five to ten percent (5-10%).

B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Softwood Plywood: DOC PS 1.
2. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.

2.4 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than fifteen percent (15%) moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

2.5 FABRICATION

A. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:

1. Corners of Cabinets: 1/16 inch unless otherwise indicated.

B. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

2.6 SHOP FINISHING

A. General: Finish architectural wood cabinets at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.

B. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural wood cabinets, as applicable to each unit of work.

1. Backpriming: Apply one (1) coat of sealer or primer, compatible with finish coats, to concealed surfaces of cabinets.

C. Transparent Finish:

1. Grade: **Custom**.
2. Finish: System - 5, conversion varnish.
3. Wash Coat for Closed-Grain Woods: Apply wash-coat sealer to cabinets made from closed-grain wood before staining and finishing.
4. Staining: As selected by Architect and Owner to match existing.
5. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.

B. Before installing cabinets, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

A. Grade: Install cabinets to comply with same grade as item to be installed.

B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.

C. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

D. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.

1. For shop finished items use filler matching finish of items being installed.

F. Cabinets:

1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
2. Maintain veneer sequence matching of cabinets with transparent finish.

G. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.

1. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are applied in shop.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

B. Clean cabinets on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064113

SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Plastic-laminate-faced architectural cabinets.
2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced architectural cabinets unless concealed within other construction before cabinet installation.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets and concealed within other construction before cabinet installation.
2. Section 123661.16 “Solid Surfacing Countertops.”

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product, including high-pressure decorative laminate, adhesive for bonding plastic laminate and cabinet hardware and accessories.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show details full size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for electrical switches and outlets and other items installed in architectural plastic-laminate cabinets.

C. Samples for Verification:

1. Plastic laminates, 12 by 12 inches, for each type, color, pattern, and surface finish, with one (1) sample applied to core material and specified edge material applied to one (1) edge.
2. Corner pieces as follows:

a. Cabinet-front frame joints between stiles and rails, as well as exposed end pieces, 18 inches high by 18 inches wide by 6 inches deep.

3. Exposed cabinet hardware and accessories, one (1) unit for each type and finish.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Product Certificates: For the following:

1. Composite wood products.
2. High-pressure decorative laminate.
3. Adhesives.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator of products.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed, and indicate measurements on Shop Drawings.

C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.9 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that cabinets can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.

B. Grade: **Custom**.

C. Type of Construction: Frameless.

D. Cabinet, Door, and Drawer Front Interface Style: Reveal overlay.

1. Reveal Dimension: ½ inch.

E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.

F. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Abet Laminati, Inc.
2. Formica Corporation
3. Lamin-Art, Inc.
4. Nevamar, Panolam Industries International, Inc. brand
5. Pionite, a Panolam Industries International, Inc. brand
6. Wilsonart International; Div. of Premark International, Inc.
7. Substitutions: Under provisions of Section 012500.

G. Laminate Cladding for Exposed Surfaces:

1. Horizontal Surfaces: Grade HGS.
2. Vertical Surfaces: Grade HGS.
3. Edges: PVC T-mold matching laminate in color, pattern, and finish.
4. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.

H. Materials for Semi-Exposed Surfaces:

1. Surfaces Other Thank Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.

a. Edges of Plastic-Laminate Shelves: Same laminate as shelves.
b. For semi-exposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.

2. Drawer Sides and Backs: Solid-hardwood lumber.
3. Drawer Bottoms: Hardwood plywood.

I. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.

J. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.

1. Join subfronts, backs, and sides with glued dovetail joints.

K. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:

1. As selected by Architect and Owner from manufacturer's full range.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: Five to ten percent (5-10%).

B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
2. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.

2.3 CABINET HARDWARE AND ACCESSORIES

A. Butt Hinges: 2¾-inch, self-closing, five-knuckle steel hinges made from 0.095-inch-thick metal, and as follows:

1. Semi-Concealed Hinges for Overlay Doors: BHMA A156.9, B01521.

B. Wire Pulls: Back mounted, solid metal, 4 inches long, 5/16 inch in diameter.

C. Shelf Rests: BHMA A156.9, B04013; metal.

D. Drawer Slides: BHMA A156.9.

1. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-overtravel-extension type; zinc-plated-steel ball-bearing slides.
1. For drawers more than 3 inches high but not more than 6 inches high and not more than 24 inches wide, provide Grade 1HD-100.
2. For drawers more than 6 inches high or more than 24 inches wide, provide Grade 1HD-200.

E. Door Locks: BHMA A156.11, E07121.

1. Sized for cabinet thickness on the active leaf as indicated in the documents, with two (2) keys master keyed all alike, with manufacturer's standard finger operated sash lock on the adjacent inactive leaf (in double door applications). For bidding purposes, the Contractor shall assume that one hundred percent (100%) of all cabinet operating door leaves or pairs of doors shall be locked.

F. Drawer Locks: BHMA A156.11, E07041.

1. Sized for drawer thickness, with two (2) keys master keyed all alike. For bidding purposes, the Contractor shall assume that one hundred percent (100%) of all drawers shall be locked.

G. Door Silencers: BHMA A156.16, L03011.

H. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.
2. Satin Stainless Steel: BHMA 630.

I. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.4 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than fifteen percent (15%) moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesive for Bonding Plastic Laminate: Contact cement, water based.

1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.5 FABRICATION

A. Fabricate cabinets to dimensions, profiles, and details indicated.

B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.

B. Before installing cabinets, examine shop-fabricated work for completion and complete work as required.

3.2 INSTALLATION

A. Grade: Install cabinets to comply with same grade as item to be installed.

B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.

C. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

D. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.

1. Use filler matching finish of items being installed.

F. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head screws sized for not less than 1½-inch penetration into wood framing, blocking, or hanging strips or No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

B. Clean, lubricate, and adjust hardware.

C. Clean cabinets on exposed and semi-exposed surfaces.

END OF SECTION 064116

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Fireproof firestopping and firesafing materials and accessories.

1.3 PERFORMANCE REQUIREMENTS

A. Fireproofing Materials: ASTM E 119 and ASTM E 814 to achieve a fire rating as noted on Drawings.

B. Surface Burning: ASTM E 84 with a flame spread/fuel contributed/smoke developed rating of 5/0/0.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated provide characteristics, performance and limitation criteria.

B. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three (3) years documented experience.

B. Applicator: Company specializing in performing the work of this Section with minimum five (5) years documented experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to applicable State Building code for fire resistance ratings and surface burning characteristics.

B. UL Classifications for these systems shall be (all two (2) hours or more):

1. Duct Penetrations: C-AJ-7027
2. Pipe Penetrations: C-AJ-1079
3. Cable Penetrations: C-AJ-1079

4. Conduit Penetrations: C-AJ-1079

1.7 MOCK-UP

A. Provide mock-up of applied firestopping material.

B. Apply 1 lineal ft to a representative substrate surface.

C. If accepted, mock-up will demonstrate minimum standard for the Work.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not apply materials when temperature of substrate material and ambient air is below 60 degrees F.

B. Maintain this minimum temperature before, during and for three (3) days after installation of materials.

C. Provide ventilation in areas to receive solvent cured materials.

1.9 SEQUENCING

A. Sequence Work to permit firestopping materials to be installed after adjacent and surrounding work is complete.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Thermal Ceramics; **Firemaster Putty, Bulk and Blankets**

B. Tremco Incorporated; **Fyre-shield and Cerablanket FS Hilti, Inc.**

C. United States Gypsum; **Thermafiber Safing Insulation and FIRECODE compound**

D. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.2 MATERIALS

A. Firestopping Material: Single component silicone elastomeric compounds; conforming to the following:

1. Elongation & Shrinkage: Five percent (5%).
2. Tensile Strength: 300 psi.
3. Density: 8 lb/cu ft.
4. Surface Durability: 35 (Shore Hardness).
5. Durability and Longevity: Permanent.
6. Side Effects during Installation: Non-toxic.
7. Long Term Side Effects: None.

B. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces.

C. Firesafing Blankets: ASTM C 665; 4 psf nominal density firesafing insulation.

D. Putty Pads: UL CLIV; acoustic, intumescent pad; 3.2mm thickness.

2.3 ACCESSORIES

A. Dam Material: Mineral fiber matting, permanent.

B. Retainers: Stainless clips to support mineral fiber matting

2.4 FINISHES

A. Color: Dark gray or manufacturer’s standard color.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Install backing materials to arrest liquid material leakage.

3.3 INSTALLATION

A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Apply firestopping material to all wall and floor penetrations through rated assemblies. These penetrations include electrical conduit and raceways, plumbing and heating system penetrations, ducts and other system chases.

C. Apply primer and materials in accordance with manufacturer's instructions.

D. Apply firestopping material in sufficient thickness to achieve rating to a density of fifty percent (50%) to uniform density and texture.

E. Install material at walls or partition openings which contain penetrating sleeves, piping, ductwork, conduit and other items requiring firestopping.

F. Remove dam material after firestopping material has cured.

3.4 CLEANING AND PROTECTION

A. Clean off excess materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with specified requirements.

3.5 SCHEDULE

A. See Construction Documents for rating information and construction details and conditions.

B. Firesafe all penetrations through new and existing masonry and gypsum board construction in the project work areas, equal to the one (1) or two (2) hour rating of the appropriate spaces.

END OF SECTION 078413

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Mildew-resistant joint sealants.
2. Latex joint sealants.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

D. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

B. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:

1. Architectural sealants shall have a VOC content of 250 g/L or less.

C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

D. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

E. Colors of Exposed Joint Sealants: As selected by Architect and Owner from manufacturer's entire range.

2.2 SILICONE JOINT SEALANTS

A. Mildew-Resistant, Single-Component, Non-sag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Pecora Corporation; **898**
b. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.3 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Building Systems; **Sonolac**
b. Bostik, Inc.; **Chem-Calk 600**
c. Pecora Corporation; **AC-20+**
d. Tremco Incorporated; **Tremflex 834**
e. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.4 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bi-cellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

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

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.
    c. Porcelain enamel.
    d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

    a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

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

3.5 PROTECTION

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

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Sealant Location:

a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Other joints as indicated.

2. Joint Sealant: Mildew resistant, single component, non-sag, neutral curing, silicone.

B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:

a. Control and expansion joints on exposed interior surfaces of exterior walls.
b. Vertical joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
c. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
d. Other joints as indicated.

2. Joint Sealant: Latex.

END OF SECTION 079200

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for ceilings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, 6 inches in size.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Suspended ceiling components.
2. Structural members to which suspension systems will be attached.
3. Size and location of initial access modules for acoustical panels.
4. Items penetrating finished ceiling including the following:

    a. Lighting fixtures.
    b. Air outlets and inlets.
    c. Speakers.
    d. Sprinklers.
    e. Access panels.

5. Perimeter moldings.

B. Product Test Reports: For each acoustical panel ceiling, for tests performed by a qualified testing agency.

C. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Acoustical Ceiling Panels: Full-size panels equal to two percent (2%) of quantity installed.
2. Suspension-System Components: Quantity of each exposed component equal to two percent (2%) of quantity installed.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1. Pressurized Plenums: Operate ventilation system for not less than forty-eight (48) hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
2. Smoke-Developed Index: 50 or less.

2.2 ACOUSTICAL PANELS, GENERAL

A. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.

B. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.

C. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15¾ inches away from test surface according to ASTM E 795.

D. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANELS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corp.
3. USG Interiors, Inc.; Subsidiary of USG Corporation.
4. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

B. Basis-of-Design Product (**ACT**):

1. Armstrong World Industries, Inc.; **Fine Fissured Second Look II**
2. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:

    a. Type and Form: Type III, mineral base with painted finish; Form 2, water felted.
    b. Pattern: C (perforated, small holes), E (lightly textured), and K (surface scored).

3. Color: White.
4. LR: Not less than 0.84.
5. NRC: Not lets than 0.55.
6. CAC: Not less than 35.
7. Edge/Joint Detail: Square Lay-In.
8. Thickness: ¾ inch.
9. Modular Size: 24 by 48 inches.

C. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.4 METAL SUSPENSION SYSTEMS, GENERAL

A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.

B. Attachment Devices: Size for five (5) times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five (5) times that imposed by ceiling construction, as determined by testing according to ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.

a. Type: Post-installed expansion anchors.
b. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 Alloy 304 or 316 for bolts; Alloy 304 or 316 for anchor.

C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:

1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641, Class 1 zinc coating, soft temper.
2. Size: Select wire diameter so its stress at three (3) times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch-diameter wire.

D. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.

E. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.

F. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical panels in place.

2.5 METAL SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corp.
3. USG Interiors, Inc.; Subsidiary of USG Corporation.
4. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

B. Wide-Face, Double-Web, Hot-Dip Galvanized, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; hot-dip galvanized according to ASTM A 653; with prefinished, cold-rolled, 15/16-inch-wide flanges.

1. Basis-of-Design Product:

a. Armstrong World Industries, Inc.; **Prelude XL 15/16 Inch Exposed Tee System**.

2. Structural Classification: Heavy-duty system.
3. Face Design: Flat, flush.
4. Finish: Painted white.

2.6 METAL EDGE MOLDINGS AND TRIM

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corp.
3. USG Interiors, Inc.; Subsidiary of USG Corporation.
4. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

2.7 ACOUSTICAL SEALANT

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1. Acoustical Sealant for Exposed and Concealed Joints:

a. Pecora Corporation; **AC-20 FTR Acoustical and Insulation Sealant**.
b. USG Corporation; **SHEETROCK Acoustical Sealant**.
c. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Acoustical Sealant for Concealed Joints:

a. Henkel Corporation; **OSI Pro-Series SC-175 Acoustical Sound Sealant**.
b. Pecora Corporation; **AIS-919**.
c. Tremco, Inc.; **Tremco Acoustical Sealant**.
d. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Exposed and Concealed Joints: Non-sag, paintable, non-staining latex sealant.

2. Concealed Joints: Nondrying, non-hardening, non-skinning, non-staining, gunnable, synthetic-rubber sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.

B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three (3) tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
5. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
6. Do not attach hangers to steel roof deck. Attach hangers to structural members.
7. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.

8. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four (4) tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

1. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.

3.4 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 096400 - WOOD FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes refinishing of existing wood flooring.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include material descriptions and finishes for wood flooring.

B. Samples: Manufacturer's color charts showing colors and glosses available for the following:

1. Floor finish.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For wood flooring finish systems to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced Installer who has completed wood finishing installations similar in material, design, and extent to that indicated for this Project and whose work has resulted in installations with a record of successful in-service performance.

1. Installer responsibilities include installation and field finishing of wood flooring components and accessories, and application of game lines and markers.
2. Provide list of at least three (3) completed projects of similar magnitude and complexity.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in unopened cartons or bundles.

1.8 FIELD CONDITIONS

A. Permanent heat, light and ventilation shall be installed and operating during and after installation. Maintain a temperature range of 55 to 80 degrees Fahrenheit (13 to 27 degrees Celsius) and a relative humidity range of thirty-five to fifty percent (35-50%).

1.9 GUARANTEE

A. Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, or excessive moisture from humidity, spillage, migration through the slab or wall, or any other source.

B. Provide manufacturer's warranty against defects in material for a period of one (1) year.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product:

1. Hillyard, Inc.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Basic Coatings, Inc.
2. Dura Seal, Sherwin-Williams Company (The).
3. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.2 FINISHES

A. Urethane Finish System: Complete water-based system of compatible components that is recommended by finish manufacturer for application indicated.

1. Stain: Penetrating and non-fading type.

a. Color: As selected by Architect and Owner from manufacturers full range to match existing.

2. Floor-Sealer Formulation: Pliable, penetrating type.
3. Finish Coats: Formulated for multi-coat application on wood flooring.

a. Coefficient of Friction of 0.8 on level surface (dry).

4. VOC Content: Products shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

a. Floor Sealers and Finish Coats: VOC content of not more than 350 g/L.

2.3 ACCESSORY MATERIALS

A. Wood Filler: Compatible with finish system components and recommended by filler and finish manufacturers for use indicated. If required to match approved Samples, provide pigmented filler.

PART 3 - EXECUTION

3.1 INSPECTION

A. Installer shall document all working conditions provided prior to commencement.

B. Beginning of installation means acceptance of existing substrate and site conditions.

C. Conduct moisture tests on representative wood materials to verify that the material meets the pre-installation standards and specifications of the manufacturers, providing copies of field-metered compliance to the Owner prior to installation.

3.2 PREPARATION

A. Broom and vacuum clean substrates.

3.3 SANDING AND FINISHING

A. Machine sand flooring with coarse, medium, and fine grades of sandpaper to achieve a level, smooth, uniform surface without ridges or cups.

1. All cuts should be made with the grain and rough or finish sanding on the diagonal will not be permitted without specific permission from the Architect. Particular attention should be given on each finishing cut to completely remove the coarser grit marks from the preceding cut.
2. Comply with applicable recommendations in NWFA's "Installation Guidelines: Wood Flooring.".

B. Fill and repair wood flooring seams and defects.

C. After sanding, Contractor shall thoroughly vacuum floor with heavy duty commercial type vacuum and request inspection by the Architect or his authorized representative before any finishing work shall start.

D. Cover wood flooring before finishing.

E. Finish: Apply seal and finish coats of finish system according to finish manufacturer's written instructions. Provide no fewer than four (4) coats total and no fewer than two (2) finish coats.

1. Apply stains to achieve an even color distribution matching approved Samples.

2. Water-Based Finishes: Use finishing methods recommended by finish manufacturer to reduce grain raise and sidebonding effect.
3. **During product application and drying time, floor must be free of dust and dirt. For the first four (4) hours, avoid air currents that carry dust and dirt. Temperatures of the floor, room and materials should be 65°F or above during treatment and curing. Allow adequate ventilation for proper curing.**

3.4 PROTECTION

A. Protect wood flooring during remainder of construction period to allow finish to cure and to ensure that finish is without damage or deterioration at time of Substantial Completion.

1. Do not cover flooring after finishing until finish reaches full cure and not before seven (7) days after applying last finish coat.
2. Do not move heavy and sharp objects directly over flooring. Protect fully cured floor finishes and surfaces with plywood or hardboard panels to prevent damage from storing or moving objects over flooring.

END OF SECTION 096400

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Resilient base.
2. Resilient stair accessories.
3. Resilient molding accessories.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.

C. Product Schedule: For resilient base and accessory products. Use same designations indicated on Drawings.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:

1. Forty-eight (48) hours before installation.
2. During installation.
3. Forty-eight (48) hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.

C. Install resilient products after other finishing operations, including painting, have been completed.

1.7 WARRANTY

A. Provide manufacturer's written limited warranties against defects in materials and against premature wear prior to warranty expiration for the materials as follows:

1. Resilient Base: Two (2) years.
2. Resilient Stair Accessories: Five (5) years.

PART 2 - PRODUCTS

2.1 REGULATORY REQUIREMENTS

A. Conform to Class I rating with a flame spread of 0 to 25 in accordance with the requirements of Class A material in accordance with ASTM E 84. Rubber products shall be Class I, 0.45 watts/sq. cm in accordance with ASTM E 648 and NFPA 255.

2.2 THERMOPLASTIC-RUBBER BASE (**RB**)

A. Basis of Design:

1. Johnsonite; A Tarkett Company; **Traditional Wall Base**

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Burke Mercer Flooring Products, Division of Burke Industries Inc.
2. Roppe Corporation, USA.
3. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

C. Product Standard: ASTM F 1861, Type TP (rubber, thermoplastic).

1. Group: I (solid, homogeneous).
2. Style: B, Cove.

D. Thickness: 0.125 inch.

E. Height: 6 inches.

F. Lengths: Cut lengths 48 inches long or coils in manufacturer's standard length.

G. Outside Corners: Preformed.

H. Inside Corners: Preformed.

I. Colors: As selected by Architect and Owner from manufacturer's full range, to match existing where required.

2.3 RUBBER STAIR ACCESSORIES

A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

B. Basis of Design:

1. Johnsonite; A Tarkett Company

C. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Burke Mercer Flooring Products, Division of Burke Industries Inc.
2. Roppe Corporation, USA.
3. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

D. Stair Treads: ASTM F 2169.

1. Type: TS (rubber, vulcanized thermoset).
2. Class: 2 (pattern; embossed, grooved, or ribbed).
3. Group: 1 (embedded abrasive strips).
4. Nosing Style: Square.
5. Nosing Height: 2 inches.
6. Thickness: ¼ inch and tapered to back edge.
7. Size: Lengths and depths to fit each stair tread in one (1) piece.
8. Integral Risers: Smooth, flat; in height that fully covers substrate.

E. Locations: Provide rubber stair accessories in areas indicated and where required.

F. Colors: As selected by Architect and Owner from manufacturer's full range.

2.4 RUBBER MOLDING ACCESSORY

A. Basis of Design:

1. Johnsonite; A Tarkett Company; **FS-XX-DW3**

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Burke Mercer Flooring Products, Division of Burke Industries Inc.
2. Roppe Corporation, USA.
3. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

C. Description: Rubber transitions strips, moldings, edge guards and reducers.

D. Profile and Dimensions: As indicated.

E. Locations: Provide rubber molding accessories in areas indicated and where required.

F. Colors: As selected by Architect and Owner from manufacturer’s full range.

2.5 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

1. Adhesives shall have a VOC content of 50 g/L or less except that adhesive for rubber stair treads shall have a VOC content of 60 g/L or less.

C. Stair-Tread Nose Filler: Two-part epoxy compound recommended by resilient stair-tread manufacturer to fill nosing substrates that do not conform to tread contours.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
4. Moisture Testing: Proceed with installation only after substrates pass testing according to manufacturer's written recommendations, but not less stringent than the following:

a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in twenty-four (24) hours.
b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have maximum seventy-five percent (75%) relative humidity level.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient products until they are the same temperature as the space where they are to be installed.

1. At least forty-eight (48) hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Preformed Corners: Install preformed corners before installing straight pieces.

3.4 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

B. Resilient Stair Accessories:

1. Use stair-tread-nose filler to fill nosing substrates that do not conform to tread contours.
2. Tightly adhere to substrates throughout length of each piece.

C. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Perform the following operations immediately after completing resilient-product installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum horizontal surfaces thoroughly.
3. Damp-mop horizontal surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Vinyl composition floor tile.

B. Related Section:

1. Section 061600 “Sheathing” for wood underlayment.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For each type of floor tile. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.

1. Show details of special patterns.

C. Samples: Full-size units of each color and pattern of floor tile required.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Floor Tile: Furnish one (1) box for every fifty (50) boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.

1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

1.9 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following time periods:

1. Forty-eight (48) hours before installation.
2. During installation.
3. Forty-eight (48) hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

C. Close spaces to traffic during floor tile installation.

D. Close spaces to traffic for forty-eight (48) hours after floor tile installation.

E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 VINYL COMPOSITION FLOOR TILE (**VCT**)

A. Basis of Design:

1. Armstrong World Industries, Inc; **Standard EXCELON Imperial Texture**

B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1. Mannington Mills, Inc
2. Tarkett, Inc.
3. Substitutions: Under provision of Section 012500 “Substitution Procedures”.

C. Tile Standard: ASTM F 1066, Class 1, solid-color tile.

D. Wearing Surface: Smooth.

1. Slip resistant with a Coefficient of Friction of 0.6 on level surface (dry).

E. Thickness: 0.125 inch.

F. Size: 12 by 12 inches.

G. Colors and Patterns: As selected by Architect and Owner from manufacturer’s full range, to match existing where required.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.

1. Adhesives shall comply with the following limits for VOC content:

a. Tile Adhesives: 50 g/L or less.

C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
4. Moisture Testing: Proceed with installation only after substrates pass testing according to floor tile manufacturer's written recommendations, but not less stringent than the following:

    a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in twenty-four (24) hours.
    b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have a maximum seventy-five percent (75%) relative humidity level.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate. Expect and include in the Base Bid the requirement to apply and machine level at least three (3) coats of leveler in all spaces.

D. Do not install floor tiles until they are the same temperature as the space where they are to be installed.

1. At least forty-eight (48) hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

A. Comply with manufacturer's written instructions for installing floor tile.

B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.

C. Match floor tiles for color and pattern, where required, by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.

D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.

G. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.

B. Perform the following operations immediately after completing floor tile installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp-mop surfaces to remove marks and soil.

C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Floor Polish: Remove soil, adhesive, and blemishes from polyester resin composition floor tile surfaces before applying liquid floor polish.

1. Apply a minimum of five (5) coats, where floor polish is required by manufacturer.

E. Cover floor tile until Substantial Completion.

END OF SECTION 096519

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Concrete masonry units (CMUs).
2. Steel.
3. Galvanized metal.
4. Gypsum board.

1.3 DEFINITIONS

A. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to

C. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

D. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
2. VOC content.

B. Samples: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

C. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: Five percent (5%), but not less than 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints when relative humidity exceeds eighty-five percent (85%); at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design:

1. Sherwin-Williams Company (The)

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Benjamin Moore & Co.
2. ICI Paints
3. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat Paints and Coatings: 50 g/L.
2. Non-Flat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

D. Colors: As selected by Architect and Owner from manufacturer's full range, to match existing where required, unless otherwise noted.

2.3 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two (2) paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Masonry (Clay and CMUs): Twelve percent (12%).
2. Gypsum Board: Twelve percent (12%).

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in equipment rooms, unless factory finished:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.
h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.

2. Paint the following work where exposed in occupied spaces, unless factory finished:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
h. Other items as directed by Architect.

3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.

2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

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

3.6 INTERIOR PAINTING SCHEDULE

A. CMU Substrates:

1. Latex System:

a. Block Filler: Block filler, latex, interior/exterior, **MPI #4**.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, eggshell (Gloss Level 3), **MPI #52**.

B. Steel Substrates:

1. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, rust-inhibitive, water based **MPI #107**.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), **MPI #148**.

C. Galvanized-Metal Substrates:

1. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, galvanized, water based, **MPI #134**.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, eggshell (Gloss Level 3), **MPI #145**.

D. Gypsum Board Substrates:

1. Latex over Latex Sealer System, **MPI INT 9.2A**:

a. Prime Coat: Primer sealer, latex, interior, **MPI #50**.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, eggshell (Gloss Level 3), **MPI #52**.

END OF SECTION 099123

SECTION 123661.16 - SOLID SURFACING COUNTERTOPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Solid surface material countertops.
2. Solid surface material backsplashes.

B. Related Requirements:

1. Section 224216.16 "Commercial Sinks" for sinks.

1.3 ACTION SUBMITTALS

A. Product Data: For countertop materials.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

1. Show locations and details of joints.
2. Show direction of directional pattern, if any.

C. Samples: For the following products:

1. Countertop material, 6 inches square.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For solid surface material countertops to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate countertops similar to that required for this Project, and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator of countertops.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify dimensions of countertops by field measurements after base cabinets are installed but before countertop fabrication is complete.

1.8 COORDINATION

A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 SOLID SURFACE COUNTERTOP MATERIALS

A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.

1. Basis of Design:

a. E. I. du Pont de Nemours and Company

2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Avonite Surfaces by Aristech Acrylics LLC
b. Formica Corporation
c. LG Chemical, Ltd.
d. Wilsonart International
e. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

3. Type: Provide Standard type unless Special Purpose type is indicated.
4. Colors and Patterns: As selected by Architect and Owner from manufacturer’s full range, of the highest price group/tier available.

B. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

2.2 COUNTERTOP FABRICATION

A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."

1. Grade: **Custom**.

B. Configuration:

1. Front: Beveled.
2. Backsplash: Straight, slightly eased at corner.

C. Countertops: ½-inch-thick, solid surface material with front edge built up with same material.

D. Backsplashes: ½-inch-thick, solid surface material.

E. Fabricate tops with shop-applied edges unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.

1. Fabricate with loose backsplashes for field assembly.

F. Joints: Fabricate countertops without joints.

G. Cutouts and Holes:

1. Counter-Mounted Plumbing Fixtures: Prepare countertops in shop for field cutting openings for counter-mounted fixtures. Mark tops for cutouts and drill holes at corners of cutout locations. Make corner holes of largest radius practical.

2.3 INSTALLATION MATERIALS

A. Adhesive: Product recommended by solid surface material manufacturer.

B. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates to receive solid surface material countertops and conditions under which countertops will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of countertops.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install countertops level to a tolerance of 1/8 inch in 8 feet, ¼ inch maximum. Do not exceed 1/64-inch difference between planes of adjacent units.

B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Predrill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

C. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.

D. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

E. Install backsplashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.

F. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.

1. Seal edges of cutouts in particleboard subtops by saturating with varnish.

G. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

END OF SECTION 123661.16

SECTION 211313 - WET-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Sprinklers.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Shop Drawings: For wet-pipe sprinkler systems.

1. Include plans, elevations, sections, and attachment details.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer and professional engineer.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For wet-pipe sprinkler systems and specialties to include in emergency, operation, and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Sprinkler Cabinets: Finished, wall-mounted, steel cabinet with hinged cover, and with space for minimum of six (6) spare sprinklers plus sprinkler wrench. Include number of sprinklers required by NFPA 13 and sprinkler wrench. Include separate cabinet with sprinklers and wrench for each type of sprinkler used on Project.

1.7 QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer's responsibilities include designing, fabricating, and installing sprinkler systems and providing professional engineering services needed to assume engineering responsibility. Base calculations on results of fire-hydrant flow test.

    a. Engineering Responsibility: Preparation of working plans, calculations, and field test reports by a qualified professional engineer.

1.8 FIELD CONDITIONS

A. Interruption of Existing Sprinkler Service: Do not interrupt sprinkler service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary sprinkler service according to requirements indicated:

1. Notify Architect no fewer than two (2) days in advance of proposed interruption of sprinkler service.
2. Do not proceed with interruption of sprinkler service without Owner's written permission.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the following:

1. NFPA 13.
2. NFPA 13R.

B. Standard-Pressure Piping System Component: Listed for 175-psig minimum working pressure.

2.2 SPRINKLERS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Reliable Automatic Sprinkler Co., Inc. (The)
2. Tyco Fire Products LP
3. Victaulic Company

B. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

C. Pressure Rating for Automatic Sprinklers: 175-psig minimum.

D. Automatic Sprinklers with Heat-Responsive Element:

1. Early-Suppression, Fast-Response Applications: UL 1767.
2. Nonresidential Applications: UL 199.
3. Characteristics: Nominal ½-inch orifice with Discharge Coefficient K of 5.6, and for "Ordinary" temperature classification rating unless otherwise indicated or required by application.

E. Open Sprinklers with Heat-Responsive Element Removed: UL 199.

1. Nominal Orifice: ½-inch, with discharge coefficient K between 5.3 and 5.8.

F. Sprinkler Finishes: Coordinate with Architect prior to installation.

G. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.

H. Sprinkler Guards:

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

a. Reliable Automatic Sprinkler Co., Inc. (The)
b. Tyco Fire Products LP
c. Victaulic Company

2. Standard: UL 199.
3. Type: Wire cage with fastening device for attaching to sprinkler.

PART 3 - EXECUTION

3.1 SPRINKLER INSTALLATION

A. Install sprinklers into existing branch outlet.

3.2 CLEANING

A. Clean dirt and debris from sprinklers.

B. Only sprinklers with their original factory finish are acceptable. Remove and replace any sprinklers that are painted or have any other finish than their original factory finish.

3.3 SPRINKLER SCHEDULE

A. Use sprinkler types in subparagraphs below for the following applications:

1. Rooms without Ceilings: Upright sprinklers.
2. Rooms with Ceilings: Pendent sprinklers.
3. Wall Mounting: Sidewall sprinklers.

B. Provide sprinkler types in subparagraphs below with finishes indicated.

1. Upright, Pendent and Sidewall Sprinklers: Chrome plated in finished spaces exposed to view; rough bronze in unfinished spaces not exposed to view; wax coated where exposed to acids, chemicals, or other corrosive fumes.

END OF SECTION 211313

SECTION 220719 - PLUMBING PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes insulating the following plumbing piping services:

1. Domestic cold-water piping.
2. Domestic hot-water piping.
3. Domestic recirculating hot-water piping.
4. Supplies and drains for handicap-accessible lavatories and sinks.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity and jackets, if any.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

C. Comply with the following applicable standards and other requirements specified for miscellaneous components:

1. Supply and Drain Protective Shielding Guards: ICC A117.1.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

A. Coordinate clearance requirements with piping Installer for piping insulation application. Establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.7 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in "Piping Insulation Schedule, General" and "Indoor Piping Insulation Schedule."

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Mineral-Fiber, Preformed Pipe Insulation:

1. Provide products from one (1) of the following manufacturer’s or an equivalent product from an approved manufacturer not listed below:

a. Johns Manville
b. Knauf Insulation
c. Owens Corning

2. Type I, 850 Deg F (454 Deg C) Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

C. ASJ Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

D. PVC Jacket Adhesive: Compatible with PVC jacket.

1. Provide products from one (1) of the following manufacturer’s or an equivalent product from an approved manufacturer not listed below:

a. Dow Corning Corporation
b. Johns Manville
c. RLC Plastics, Inc.
d. Speedline Corporation

2.3 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.

1. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
2. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
3. Solids Content: ASTM D 1644, fifty-eight percent (58%) by volume and seventy percent (70%) by weight.
4. Color: White.

C. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.

1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
2. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
3. Solids Content: Sixty percent (60%) by volume and sixty-six percent (66%) by weight.
4. Color: White.

2.4 SEALANTS

A. ASJ Flashing Sealants and PVC Jacket Flashing Sealants:

1. Materials shall be compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
4. Color: White.

2.5 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, Kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.

2.6 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.

1. Adhesive: As recommended by jacket material manufacturer.

2. Color: White.
3. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.

    a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.

2.7 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Width: 3 inches.
2. Thickness: 11.5 mils.
3. Adhesion: 90 ounces force/inch in width.
4. Elongation: Two percent (2%).
5. Tensile Strength: 40 lbf/inch in width.
6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.

1. Width: 2 inches.
2. Thickness: 6 mils.
3. Adhesion: 64 ounces force/inch in width.
4. Elongation: Five hundred percent (500%).
5. Tensile Strength: 18 lbf/inch in width.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.

B. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

C. Install insulation with longitudinal seams at top and bottom of horizontal runs.

D. Keep insulation materials dry during application and finishing.

E. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

F. Install insulation with least number of joints practical.

G. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

H. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1½ inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches o.c.
4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.

I. Cut insulation in a manner to avoid compressing insulation more than seventy-five percent (75%) of its nominal thickness.

J. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

K. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.

C. Insulation Installation at Floor Penetrations:

1. Pipe: Install insulation continuously through floor penetrations.

3.5 INSTALLATION OF MINERAL-FIBER INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
3. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

C. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

3.6 FIELD-APPLIED JACKET INSTALLATION

A. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints. Seal with manufacturer's recommended adhesive.

1. Apply two (2) continuous beads of adhesive to seams and joints, one (1) bead under lap and the finish bead along seam and joint edge.

3.7 FINISHES

A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099123 "Interior Painting."

1. Flat Acrylic Finish: Two (2) finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.

a. Finish Coat Material: Interior, flat, latex-emulsion size.

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

3.9 PIPING INSULATION SCHEDULE, GENERAL

A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one (1) material is listed for a piping system, selection from materials listed is Contractor's option.

B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:

1. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.10 INDOOR PIPING INSULATION SCHEDULE

A. Domestic Cold Water:

1. NPS 1 (DN 25) and Smaller: Insulation shall be the following:

a. Mineral-Fiber, Preformed Pipe Insulation, Type I: ½ inch thick.

2. NPS 1-1/4 (DN 32) and Larger: Insulation shall be the following:

a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

B. Domestic Hot and Recirculated Hot Water:

1. NPS 1-1/4 (DN 32) and Smaller: Insulation shall be the following:

a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

2. NPS 1-1/2 (DN 40) and Larger: Insulation shall be the following:

a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

3.11 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one (1) material is listed, selection from materials listed is Contractor's option.

C. Piping, Concealed:

1. None.

D. Piping, Exposed:

1. PVC: 20 mils thick.

END OF SECTION 220719

SECTION 221116 - DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Copper tube and fittings.
2. PEX tube and fittings.
3. Piping joining materials.
4. Transition fittings.
5. Dielectric fittings.

1.3 SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

B. Potable-water piping and components shall comply with NSF 14 and NSF 61 Annex G. Plastic piping components shall be marked with "NSF-pw."

C. Comply with NSF Standard 372 for low lead.

2.2 COPPER TUBE AND FITTINGS

A. Hard Copper Tube: ASTM B 88, Type L water tube, drawn temper.

B. Soft Copper Tube: ASTM B 88, Type K water tube, annealed temper.

C. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.

D. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.

2.3 PEX TUBE AND FITTINGS

A. Tube Material: PEX plastic according to ASTM F 876.

B. Fittings: ASTM F 1807, metal insert and copper crimp rings.

2.4 PIPING JOINING MATERIALS

A. Solder Filler Metals: ASTM B 32, lead-free alloys.

B. Flux: ASTM B 813, water flushable.

2.5 TRANSITION FITTINGS

A. General Requirements:

1. Same size as pipes to be joined.
2. Pressure rating at least equal to pipes to be joined.
3. End connections compatible with pipes to be joined.

B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

C. Plastic-to-Metal Transition Unions:

1. Description:

a. Brass or stainless-steel threaded end.
b. Rubber O-ring.
c. Union nut.

2.6 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

B. Dielectric Unions:

1. Standard: ASSE 1079.
2. Pressure Rating: 125 psig minimum at 180 deg F
3. End Connections: Solder-joint copper alloy and threaded ferrous.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.

B. Install shutoff valve immediately upstream of each dielectric fitting.

C. Install domestic water piping level with 0.25 percent slope downward toward drain and plumb.

D. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.

E. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.

G. Install piping to permit valve servicing.

H. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.

I. Install piping free of sags and bends.

J. Install fittings for changes in direction and branch connections.

K. Install PEX tubing with loop at each change of direction of more than 90 degrees.

L. Install escutcheons for piping penetrations of walls, ceilings, and floors.

3.2 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs.

B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

D. Soldered Joints for Copper Tubing: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."

E. Joints for PEX Tubing: Join according to ASTM F 1807 for metal insert and copper crimp ring fittings and ASTM F 1960 for cold expansion fittings and reinforcing rings.

F. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

3.3 DIELECTRIC FITTING INSTALLATION

A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.

B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric couplings.

3.4 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.

C. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:

1. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.

3.5 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Piping Inspections:

a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
b. During installation, notify authorities having jurisdiction at least one (1) day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:

1) Roughing-in Inspection: Arrange for inspection of piping before concealing or closing in after roughing in and before setting fixtures.
2) Final Inspection: Arrange for authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.

c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.
d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

2. Piping Tests:

a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
d. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.

B. Domestic water piping will be considered defective if it does not pass tests and inspections.

3.6 ADJUSTING

A. Perform the following adjustments before operation:

1. Close drain valves.
2. Open shutoff valves to fully open position.
3. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
4. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
5. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.7 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:

    a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    b. Fill and isolate system according to either of the following:

        1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
        2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for 3 hours.

    c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
    d. Repeat procedures if biological examination shows contamination.
    e. Submit water samples in sterile bottles to authorities having jurisdiction.

3.8 PIPING SCHEDULE

A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.

B. Aboveground domestic water piping, NPS 2 and smaller, shall be one (1) of the following:

1. Hard copper tube, ASTM B 88, Type L cast- or wrought-copper, solder-joint fittings; and soldered joints.
2. PEX tube, NPS 1 and smaller.

    a. Fittings for PEX tube:

        1) ASTM F 1807, metal insert and copper crimp rings.

3.9 VALVE SCHEDULE

A. Where specific valve types are not indicated, the following requirements apply:

1. Shutoff Duty: Use full-port ball valves for piping NPS 2 and smaller.
2. Drain Duty: Hose-end drain valves.

B. Use check valves to maintain correct direction of domestic water flow to and from equipment.

END OF SECTION 221116

SECTION 221316 - SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Pipe, tube, and fittings.
2. Specialty pipe fittings.

1.3 SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:

1. Soil, Waste, and Vent Piping: 10-foot head of water.

2.2 PIPING MATERIALS

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.3 COPPER TUBE AND FITTINGS

A. Copper Type DWV Tube: ASTM B 306, drainage tube, drawn temper.

B. Copper Drainage Fittings: ASME B16.23, cast copper or ASME B16.29, wrought copper, solder-joint fittings.

C. Solder: ASTM B 32, lead free with ASTM B 813, water-flushable flux.

2.4 ABS PIPE AND FITTINGS

A. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.

B. Solid-Wall ABS Pipe: ASTM D 2661, Schedule 40.

C. ABS Socket Fittings: ASTM D 2661, made to ASTM D 3311, drain, waste, and vent patterns.

D. Solvent Cement: ASTM D 2235.

2.5 PVC PIPE AND FITTINGS

A. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.

B. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.

C. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.

D. Adhesive Primer: ASTM F 656.

E. Solvent Cement: ASTM D 2564.

2.6 SPECIALTY PIPE FITTINGS

A. Transition Couplings:

1. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.
2. Unshielded, Non-Pressure Transition Couplings:

a. Standard: ASTM C 1173.
b. Description: Elastomeric, sleeve-type, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
c. End Connections: Same size as and compatible with pipes to be joined.
d. Sleeve Materials:

1) For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
2) For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.

1. Install piping as indicated unless deviations to layout are approved on coordination drawings.

B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping free of sags and bends.

D. Install fittings for changes in direction and branch connections.

E. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends.

1. Sanitary tees and short-sweep ¼ bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical.
2. Use long-turn, double Y-branch and 1/8-bend fittings if two (2) fixtures are installed back to back or side by side with common drain pipe.

a. Straight tees, elbows, and crosses may be used on vent lines.

3. Do not change direction of flow more than 90 degrees.
4. Use proper size of standard increasers and reducers if pipes of different sizes are connected.

a. Reducing size of waste piping in direction of flow is prohibited.

F. Install soil and waste and vent piping at the following minimum slopes unless otherwise indicated:

1. Horizontal Sanitary Waste Piping: Two percent (2%) downward in direction of flow.
2. Vent Piping: One percent (1%) down toward vertical fixture vent or toward vent stack.

G. Install aboveground copper tubing according to CDA's "Copper Tube Handbook."

H. Install aboveground ABS piping according to ASTM D 2661.

I. Install aboveground PVC piping according to ASTM D 2665.

J. Plumbing Specialties:

1. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary waste gravity-flow piping.

a. Install cleanout fitting with closure plug inside the building in sanitary drainage force-main piping.

b. Comply with requirements for cleanouts specified in Section 221319 "Sanitary Waste Piping Specialties."

2. Install drains in sanitary waste gravity-flow piping.

a. Comply with requirements for drains specified in Section 221319 "Sanitary Waste Piping Specialties."

K. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

L. Install sleeves for piping penetrations of walls, ceilings, and floors.

M. Install sleeve seals for piping penetrations of concrete walls and slabs.

N. Install escutcheons for piping penetrations of walls, ceilings, and floors.

3.2 JOINT CONSTRUCTION

A. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1.

1. Cut threads full and clean using sharp dies.
2. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

a. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
b. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
c. Do not use pipe sections that have cracked or open welds.

B. Join copper tube and fittings with soldered joints according to ASTM B 828. Use ASTM B 813, water-flushable, lead-free flux and ASTM B 32, lead-free-alloy solder.

C. Plastic, Non-Pressure-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 appendixes.
3. PVC Piping: Join according to ASTM D 2855 and ASTM D 2665 appendixes.

3.3 SPECIALTY PIPE FITTING INSTALLATION

A. Transition Couplings:

1. Install transition couplings at joints of piping with small differences in ODs.
2. In Waste Drainage Piping: Unshielded, non-pressure transition couplings.

3.4 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect waste and vent piping to the following:

1. Plumbing Fixtures: Connect waste piping in sizes indicated, but not smaller than required by plumbing code.
2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
3. Plumbing Specialties: Connect waste and vent piping in sizes indicated, but not smaller than required by plumbing code.

D. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.

E. Identify exposed sanitary waste and vent piping.

3.5 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Test sanitary waste and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.

    a. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.

2. Leave uncovered and unconcealed new, altered, extended, or replaced waste and vent piping until it has been tested and approved.

    a. Expose work that was covered or concealed before it was tested.

3. Roughing-in Plumbing Test Procedure: Test waste and vent piping except outside leaders on completion of roughing-in.

    a. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water.
    b. From 15 minutes before inspection starts to completion of inspection, water level must not drop.

c. Inspect joints for leaks.

4. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.

3.6 CLEANING AND PROTECTION

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect sanitary waste and vent piping during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

D. Repair damage to adjacent materials caused by waste and vent piping installation.

3.7 PIPING SCHEDULE

A. Aboveground, soil and waste piping NPS 4 and smaller shall be any of the following:

1. Hubless, cast-iron soil pipe and fittings; CISPI hubless-piping couplings; and coupled joints.
2. Copper Type DWV tube, copper drainage fittings, and soldered joints.
3. Solid-wall ABS pipe, ABS socket fittings, and solvent-cemented joints.
4. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
5. Dissimilar Pipe-Material Couplings: Unshielded, non-pressure transition couplings.

B. Aboveground, vent piping NPS 4 and smaller shall be any of the following:

1. Hubless, cast-iron soil pipe and fittings; CISPI hubless-piping couplings; and coupled joints.
2. Copper Type DWV tube, copper drainage fittings, and soldered joints.
3. Solid-wall ABS pipe, ABS socket fittings, and solvent-cemented joints.
4. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
5. Dissimilar Pipe-Material Couplings: Unshielded, non-pressure transition couplings.

END OF SECTION 221316

SECTION 221319 - SANITARY WASTE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cleanouts.
2. Miscellaneous sanitary drainage piping specialties.

1.3 DEFINITIONS

A. ABS: Acrylonitrile-butadiene-styrene.

B. PVC: Polyvinyl chloride.

1.4 SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTIONS

A. Sanitary waste piping specialties shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 14 for plastic sanitary waste piping specialty components.

2.2 CLEANOUTS

A. Cast-Iron Exposed Cleanouts:

1. Standard: ASME A112.36.2M.
2. Size: Same as connected drainage piping
3. Body Material: Hubless, cast-iron soil pipe test tee as required to match connected piping.
4. Closure: Countersunk or raised-head, brass plug.
5. Closure Plug Size: Same as or not more than one (1) size smaller than cleanout size.

B. Cast-Iron Wall Cleanouts:

1. Standard: ASME A112.36.2M. Include wall access.

2. Size: Same as connected drainage piping.
3. Body: Hubless, cast-iron soil pipe test tee as required to match connected piping.
4. Closure Plug:

    a. Brass.
    b. Countersunk or raised head.
    c. Drilled and threaded for cover attachment screw.
    d. Size: Same as or not more than one (1) size smaller than cleanout size.

5. Wall Access: Round, flat, chrome-plated brass or stainless-steel cover plate with screw.

PART 3 - EXECUTION

3.1 INSTALLATION

A. For floor cleanouts for piping below floors, install cleanout deck plates with top flush with finished floor.

B. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.

3.2 CONNECTIONS

A. Comply with requirements in Section 221316 "Sanitary Waste and Vent Piping" for piping installation requirements. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

3.3 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221319

SECTION 224216.16 - COMMERCIAL SINKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Counter-mounted stainless steel sinks.
2. Sink faucets.
3. Supply fittings.
4. Waste fittings.
5. Insulation for supplies and drains at handicap-accessible sinks.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for sinks.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sinks to include in maintenance manuals.

1.5 WARRANTY

A. Warranty: Manufacturer’s standard, but not less than one (1) year from the date of substantial completion once the entire system is completely installed and the Owner has one hundred percent (100%) beneficial use.

PART 2 - PRODUCTS

2.1 COUNTER-MOUNTED STAINLESS STEEL SINKS

A. Service Counter-Mounted Stainless Steel Sinks:

1. Subject to compliance with requirements, provide product as indicated on fixture schedule or comparable product by one (1) of the following:

a. Elkay Manufacturing USA
b. Just Manufacturing Co.

c. Moen Incorporated

B. Classroom Sinks: One (1) bowl, counter mounted, stainless steel.

1. Fixture:

a. Basis of Design: Elkay **LRAD1919403**
b. Standard: ASME A112.19.3/CSA B45.4 for stainless-steel sinks.
c. Overall Dimensions: 19.5-inches by 19-inches.
d. Metal Thickness: 18 gauge.
e. Bowl:

1) Dimensions: 16-inches by 13.5-inches.
2) Drain: 1½-inch grid.

a) Location: Centered in bowl.

2. Faucet: Comply with requirements in "Supply Fittings" Article
3. Supply Fittings: Comply with requirements in "Supply Fittings" Article.
4. Waste Fittings: Comply with requirements in "Waste Fittings" Article, except include continuous waste for multi-bowl sinks.

C. Classroom Sinks with Integral Drinking Fountains: Two (2) bowl, counter mounted, stainless steel.

a. Basis of Design: Elkay **DRKAD371755-L** or **-R** (Contractor to verify in field.)

2. Fixture:

a. Standard: ASME A112.19.3/CSA B45.4 for stainless-steel kitchen sinks.
b. Overall Dimensions: 37.25-inches by 17-inches
c. Metal Thickness: 18 gauge.
d. Sink-Side Bowl:

1) Dimensions: 16-inches by 11.5-inches.
2) Drain: 3½-inch grid with offset waste.

a) Location: Centered in bowl.

e. Drinking Fountain-Side Bowl:

1) Dimensions: 9.25-inches by 12-inches.
2) Drain: 1½-inch grid with offset waste.

a) Location: Centered in bowl.

3. Faucet: Comply with requirements in "Sink Faucets" Article.
4. Drinking Fountain Bubbler: Elkay **LK1141A**
5. Supply Fittings: Comply with requirements in "Supply Fittings" Article.
6. Waste Fittings: Comply with requirements in "Waste Fittings" Article, except include continuous waste for multi-bowl sinks.

2.2 SINK FAUCETS

A. NSF Standard: Comply with NSF/ANSI 61 Annex G, "Drinking Water System Components - Health Effects," for faucet-spout materials that will be in contact with potable water.

B. Classroom Sink Faucets (All):

1. Subject to compliance with requirements, provide product specified with lavatory, or comparable product by one (1) of the following:

a. Elkay Manufacturing USA
b. T&S Brass
c. Moen Commercial

C. Sink Faucets: Solid brass.

1. Basis of Design: Elkay **Model LK800GN08T6**
2. Standard: ASME A112.18.1/CSA B125.1.
3. General: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes; coordinate outlet with spout and fixture receptor.
4. Finish: Polished chrome plate.
5. Maximum Flow Rate: 1.5 gpm.
6. Mixing Valve: Two-lever handle.
7. Centers: Three (3) holes at 4-inch centers.
8. Mounting: Deck.
9. Handles: Wrist blade, 6 inches.
10. Spout Type: Swivel gooseneck.
11. Spout Outlet: Laminar flow.
12. Drain: Grid.

2.3 SUPPLY FITTINGS

A. NSF Standard: Comply with NSF/ANSI 61 Annex G, "Drinking Water System Components - Health Effects," for supply-fitting materials that will be in contact with potable water.

B. Standard: ASME A112.18.1/CSA B125.1.

C. Supply Piping: Chrome-plated brass pipe or chrome-plated copper tube matching water-supply piping size. Include chrome-plated brass or stainless-steel wall flange.

D. Supply Stops: Chrome-plated brass, one-quarter-turn, ball-type or compression valve with inlet connection matching supply piping.

E. Operation: Loose key.

F. Risers:

1. NPS 3/8 or NPS 1/2.
2. Chrome-plated, rigid-copper pipe in exposed areas or Chrome-plated, soft-copper flexible tube. ASME A112.18.6, braided or corrugated stainless-steel flexible hose.

2.4 WASTE FITTINGS

A. Standard: ASME A112.18.2/CSA B125.2.

B. Drain: Grid type with NPS 1-1/2 offset and straight tailpiece.

C. Trap:

1. Size: NPS 1-1/2.
2. Material: Chrome-plated, two-piece, cast-brass trap and swivel elbow with 0.032-inch-thick brass tube to wall or two-piece, cast-brass trap and ground-joint swivel elbow with 0.032-inch-thick brass tube to wall and chrome-plated brass or steel wall flange.

2.5 GROUT

A. Standard: ASTM C 1107, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

B. Characteristics: Nonshrink; recommended for interior and exterior applications.

C. Design Mix: 5000-psi, 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

2.6 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Pipe Covers:

1. Description: Manufactured plastic wraps for covering plumbing fixture hot- and cold-water supplies and trap and drain piping. Comply with Americans with Disabilities Act (ADA) requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before sink installation.

B. Examine walls, floors, and counters for suitable conditions where sinks will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install sinks level and plumb according to roughing-in drawings.

B. Install supports, affixed to building substrate, for wall-hung sinks.

C. Install accessible wall-mounted sinks at handicapped/elderly mounting height according to ICC/ANSI A117.1.

D. Install water-supply piping with stop on each supply to each sink faucet.

1. Install stops in locations where they can be easily reached for operation.

E. Install escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons if required to conceal protruding fittings. Seal joints between sinks and counters, floors, and walls using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color. Indicate on Drawings those sinks that are required to be accessible.

F. Install protective shielding pipe covers and enclosures on exposed supplies and waste piping of accessible sinks.

3.3 CONNECTIONS

A. Connect sinks with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.

B. Comply with water piping requirements specified in Section 221116 "Domestic Water Piping."

C. Comply with soil and waste piping requirements specified in Section 221316 "Sanitary Waste and Vent Piping."

3.4 ADJUSTING

A. Operate and adjust sinks and controls. Replace damaged and malfunctioning sinks, fittings, and controls.

B. Adjust water pressure at faucets to produce proper flow.

3.5 CLEANING AND PROTECTION

A. After completing installation of sinks, inspect and repair damaged finishes.

B. Clean sinks, faucets, and other fittings with manufacturers' recommended cleaning methods and materials.

C. Provide protective covering for installed sinks and fittings.

D. Do not allow use of sinks for temporary facilities unless approved in writing by Owner.

END OF SECTION 224216.16

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Sleeve seals.
4. Grout.
5. Common electrical installation requirements.

1.3 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For sleeve seals.

1.5 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.
4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

D. Coordinate sleeve selection and application with selection and application of firestopping specified in Section 078413 "Penetration Firestopping."

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

A. Steel Pipe Sleeves: ASTM A 53, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel.

1. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches and no side more than 16 inches, thickness shall be 0.052 inch.
b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches and 1 or more sides equal to, or more than, 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE SEALS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one (1) of the following:

a. Advance Products & Systems, Inc.
b. Calpico, Inc.
c. Metraflex Co.
d. Pipeline Seal and Insulator, Inc.

2. Sealing Elements: EPDM and/or NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
3. Pressure Plates: Plastic, Carbon steel, Stainless steel. Include two (2) for each sealing element.
4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating, Stainless steel of length required to secure pressure plates to sealing elements. Include one (1) for each sealing element.

2.3 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, non-staining, mixed with water to consistency suitable for application and a thirty (30) minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

E. Cut sleeves to length for mounting flush with both surfaces of walls.

F. Extend sleeves installed in floors 2 inches above finished floor level.

G. Size pipe sleeves to provide ½-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.

H. Seal space outside of sleeves with grout for penetrations of concrete and masonry

1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.

I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."

J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Section 078413 "Penetration Firestopping."

K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

A. Install to seal exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Section 078413 "Penetration Firestopping."

END OF SECTION 260500

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Category 5e twisted pair cable.
2. Category 6 twisted pair cable.
3. Category 6a twisted pair cable.
4. Twisted pair cabling hardware.
5. RS-485 cabling.
6. Identification products.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.

C. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.

D. RCDD: Registered Communications Distribution Designer.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency, RCDD, layout technician, installation supervisor, and field inspector.

B. Source quality-control reports.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262, by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.

1. Flame Travel Distance: 60 inches or less.
2. Peak Optical Smoke Density: 0.5 or less.
3. Average Optical Smoke Density: 0.15 or less.

C. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.

D. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.

E. RoHS compliant.

2.2 CATEGORY 5e TWISTED PAIR CABLE

A. Description: Four-pair, balanced-twisted pair cable, certified to meet transmission characteristics of Category 5e cable at frequencies up to 100 MHz.

B. Contractor shall match existing cable that is to be extended**.**

C. Standard: Comply with ICEA S-90-661, NEMA WC 63.1, and TIA-568-C.2 for Category 5e cables.

D. Conductors: 100-ohm, 24 AWG solid copper.

E. Shielding/Screening: Unshielded twisted pairs (UTP) or Shielded twisted pairs (FTP), match existing.

F. Cable Rating: Plenum.

G. Jacket: Thermoplastic, color to match existing.

2.3 CATEGORY 6 TWISTED PAIR CABLE

A. Description: Four-pair, balanced-twisted pair cable, with internal spline, certified to meet transmission characteristics of Category 6 cable at frequencies up to 250MHz.

B. Standard: Comply with NEMA WC 66/ICEA S-116-732 and TIA-568-C.2 for Category 6 cables.

C. Conductors: 100-ohm, 23 AWG solid copper.

D. Shielding/Screening: Unshielded twisted pairs (UTP) or Shielded twisted pairs (FTP), match existing.

E. Cable Rating: Plenum.

F. Jacket: Thermoplastic, color to match existing.

2.4 CATEGORY 6a TWISTED PAIR CABLE

A. Description: Four-pair, balanced-twisted pair cable, with internal spline, certified to meet transmission characteristics of Category 6a cable at frequencies up to 500MHz.

B. Standard: Comply with TIA-568-C.2 for Category 6a cables.

C. Conductors: 100-ohm, 23 AWG solid copper.

D. Shielding/Screening: Unshielded twisted pairs (UTP) or Shielded twisted pairs (FTP), match existing.

E. Cable Rating: Plenum.

F. Jacket: Thermoplastic, color to match existing.

2.5 TWISTED PAIR CABLE HARDWARE

A. Description: Hardware designed to connect, splice, and terminate twisted pair copper communications cable.

B. General Requirements for Twisted Pair Cable Hardware:

1. Comply with the performance requirements of Category 5e, Category 6 and Category 6a.
2. Comply with TIA-568-C.2, IDC type, with modules designed for punch-down caps or tools.
3. Cables shall be terminated with connecting hardware of same category or higher.

C. Source Limitations: Match existing.

D. Cross-Connect: Modular array of connecting blocks arranged to terminate building cables and permit interconnection between cables.

1. Number of Terminals per Field: One (1) for each conductor in assigned cables.

E. Plugs and Plug Assemblies:

1. Male; eight (8) position; color-coded modular telecommunications connector designed for termination of a single four-pair 100-ohm unshielded or shielded twisted pair cable.

2. Comply with IEC 60603-7-1, IEC 60603-7-2, IEC 60603-7-3, IEC 60603-7-4, and IEC 60603-7.5.
3. Marked to indicate transmission performance.

F. Jacks and Jack Assemblies:

1. Female; eight (8) position; modular; fixed telecommunications connector designed for termination of a single four-pair 100-ohm unshielded or shielded twisted pair cable.
2. Designed to snap-in to a patch panel or faceplate.
3. Standards:

   a. Category 5e, unshielded twisted pair cable shall comply with IEC 60603-7-2.
   b. Category 5e, shielded twisted pair cable shall comply with IEC 60603-7-3.
   c. Category 6, unshielded twisted pair cable shall comply with IEC 60603-7-4.
   d. Category 6, shielded twisted pair cable shall comply with IEC 60603-7.5.
   e. Category 6a, unshielded twisted pair cable shall comply with IEC 60603-7-41.
   f. Category 6a, shielded twisted pair cable shall comply with IEC 60603-7.51.

4. Marked to indicate transmission performance.

G. Faceplate:

1. Faceplates are existing to be reused/relocated, if plates are damaged replace with new matching existing faceplate.
2. For use with snap-in jacks accommodating any combination of twisted pair, optical fiber, and coaxial work area cords.

   a. Flush mounting jacks, positioning the cord at a 45-degree angle.

H. Legend:

1. Machine printed, in the field, using adhesive-tape label.
2. Snap-in, clear-label covers and machine-printed paper inserts.

2.6 TWIN-AXIAL DATA HIGHWAY CABLE

A. Standard Cable: NFPA 70, Type CM.

1. Paired, match existing.
2. Polypropylene insulation.
3. Individual aluminum foil-polyester tape shielded pairs with one hundred percent (100%) shield coverage.
4. PVC jacket.
5. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned-copper drain wire.
6. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, match existing.
2. Plastic insulation.

3. Individual aluminum foil-polyester tape shielded pairs with one hundred percent (100%) shield coverage.
4. Plastic jacket.
5. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned-copper drain wire.
6. Flame Resistance: Comply with NFPA 262.

2.7 RS-485 CABLE

A. Standard Cable: NFPA 70, Type CMG.

1. Paired, match existing.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, match existing.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Fluorinated ethylene propylene jacket.
5. Flame Resistance: NFPA 262.

2.8 SOURCE QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to evaluate cables.

B. Factory test twisted pair cables according to TIA-568-C.2.

C. Cable will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Test cables on receipt at Project site.

1. Test each pair of twisted pair cable for open and short circuits.

3.2 INSTALLATION OF RACEWAYS AND BOXES

A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.

1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2½ inches deep.

2. Outlet boxes for cables shall be no smaller than 4 inches square by 2-1/8 inches deep with extension ring sized to bring edge of ring to within 1/8 inch of the finished wall surface.
3. Flexible metal conduit shall not be used.

B. Comply with TIA-569-D for pull-box sizing and length of conduit and number of bends between pull points.

C. Install manufactured conduit sweeps and long-radius elbows if possible.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Comply with NECA 1.

B. General Requirements for Cabling:

1. Comply with TIA-568-C Series of standards.
2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
4. Cables may not be spliced.
5. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
6. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
7. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
9. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
10. Support: Do not allow cables to lie on removable ceiling tiles.
11. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.

C. Twisted Pair Cable Installation:

1. Comply with TIA-568-C.2.
2. Do not untwist UTP cables more than ½ inch at the point of termination to maintain cable geometry.

D. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend copper cable not in a wire way or pathway a minimum of 8 inches above ceilings by cable supports not more than 30 inches apart.
3. Cable shall not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.

E. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-D recommendations for separating unshielded copper voice and data communications cable from potential EMI sources including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:

    a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 5 inches.
    b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 12 inches.
    c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 24 inches.

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:

    a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 2½ inches.
    b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 6 inches.
    c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 12 inches.

4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:

    a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
    b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 3 inches.
    c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 6 inches.

5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inches.
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.4 REMOVAL OF CONDUCTORS AND CABLES

A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified with a tag for future use.

3.5 CONTROL-CIRCUIT CONDUCTORS

A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits; No 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

3.6 FIRESTOPPING

A. Comply with requirements in Section 078413 "Penetration Firestopping."

B. Comply with TIA-569-D, Annex A, "Firestopping."

C. Comply with BICSI TDMM, "Firestopping" Chapter.

3.7 GROUNDING

A. For data communication wiring, comply with TIA-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.

3.8 IDENTIFICATION

A. Identify data and communications system components, wiring, and cabling according to TIA-606-B; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.

3.9 FIELD QUALITY CONTROL

A. Perform tests and inspections with the assistance of a factory-authorized service representative.

B. Tests and Inspections:

1. Visually inspect cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
3. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination, but not after cross-connection.

    a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in its "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in its "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

C. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.

D. End-to-end cabling will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 260523

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. ENT: Electrical nonmetallic tubing.

C. EPDM: Ethylene-propylene-diene terpolymer rubber.

D. FMC: Flexible metal conduit.

E. IMC: Intermediate metal conduit.

F. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Allied Tube & Conduit; a Tyco International Ltd. Co.

4. Anamet Electrical, Inc.; Anaconda Metal Hose
5. Electri-Flex Co.
6. Manhattan/CDT/Cole-Flex
7. Maverick Tube Corporation
8. O-Z Gedney; a unit of General Signal
9. Wheatland Tube Company

B. Rigid Steel Conduit: ANSI C80.1.

C. Aluminum Rigid Conduit: ANSI C80.5.

D. IMC: ANSI C80.6.

E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit and IMC.

1. Comply with NEMA RN 1.
2. Coating Thickness: 0.040 inch, minimum.

F. EMT: ANSI C80.3.

G. FMC: Zinc-coated steel or aluminum.

H. Fittings for Conduit (Including all Types and Flexible), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
2. Fittings for EMT: Steel or die-cast and set-screw or compression type.
3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.

I. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 NONMETALLIC CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Anamet Electrical, Inc.; Anaconda Metal Hose
3. Arnco Corporation
4. CANTEX Inc.
5. CertainTeed Corp.; Pipe & Plastics Group
6. Condux International, Inc.
7. ElecSYS, Inc.
8. Electri-Flex Co.
9. Lamson & Sessions; Carlon Electrical Products
10. Manhattan/CDT/Cole-Flex
11. RACO; a Hubbell Company

12. Thomas & Betts Corporation

B. ENT: NEMA TC 13.

C. RNC: NEMA TC 2, Type EPC-40-PVC, unless otherwise indicated.

D. LFNC: UL 1660.

E. Fittings for ENT and RNC: NEMA TC 3; match to conduit or tubing type and material.

F. Fittings for LFNC: UL 514B.

2.3 OPTICAL FIBER/COMMUNICATIONS CABLE RACEWAY AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Arnco Corporation
2. Endot Industries Inc.
3. IPEX Inc.
4. Lamson & Sessions; Carlon Electrical Products

B. Description: Comply with UL 2024; flexible type, approved for plenum, riser, general-use installation.

2.4 METAL WIREWAYS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Cooper B-Line, Inc.
2. Hoffman
3. Square D; Schneider Electric

B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 3R, unless otherwise indicated.

C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Hinged type, Screw-cover type, Flanged-and-gasketed type, or as indicated.

E. Finish: Manufacturer's standard enamel finish.

2.5 NONMETALLIC WIREWAYS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Hoffman
2. Lamson & Sessions; Carlon Electrical Products

B. Description: Fiberglass polyester, extruded and fabricated to size and shape indicated, with no holes or knockouts. Cover is gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections are flanged, with stainless-steel screws and oil-resistant gaskets.

C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.6 SURFACE RACEWAYS

A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Architect.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

a. Thomas & Betts Corporation
b. Walker Systems, Inc.; Wiremold Company (The)
c. Wiremold Company (The); Electrical Sales Division

B. Surface Nonmetallic Raceways: Two-piece construction, manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard or custom colors.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

a. Butler Manufacturing Company; Walker Division
b. Enduro Systems, Inc.; Composite Products Division
c. Hubbell Incorporated; Wiring Device-Kellems Division
d. Lamson & Sessions; Carlon Electrical Products
e. Panduit Corp.
f. Walker Systems, Inc.; Wiremold Company (The)
g. Wiremold Company (The); Electrical Sales Division

2.7 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. EGS/Appleton Electric
3. Erickson Electrical Equipment Company
4. Hoffman
5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division
6. O-Z/Gedney; a unit of General Signal
7. RACO; a Hubbell Company
8. Robroy Industries, Inc.; Enclosure Division
9. Scott Fetzer Co.; Adalet Division
10. Spring City Electrical Manufacturing Company
11. Thomas & Betts Corporation

12. Walker Systems, Inc.; Wiremold Company (The)
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, cast feralloy, Type FD, with gasketed cover.

D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

2.8 SLEEVES FOR RACEWAYS

A. Steel Pipe Sleeves: ASTM A 53, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.

D. Coordinate sleeve selection and application with selection and application of firestopping.

2.9 SLEEVE SEALS

A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one (1) of the following:

1. Advance Products & Systems, Inc.
2. Calpico, Inc.
3. Metraflex Co.
4. Pipeline Seal and Insulator, Inc.

B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.

1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
2. Pressure Plates: Stainless steel. Include two (2) for each sealing element.
3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one (1) for each sealing element.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT, ENT, or RNC, Exposed, Not Subject to Severe Physical Damage: EMT, RNC identified for such use.
2. Exposed and Subject to Severe Physical Damage: Rigid steel conduit. Includes raceways in the following locations:

a. Loading dock.
b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
c. Mechanical rooms.

3. Concealed in Ceilings and Interior Walls and Partitions: EMT, ENT, or RNC, Type EPC-40-PVC.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
5. Damp or Wet Locations: Rigid steel conduit.
6. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: Plenum-type, optical fiber/communications cable raceway, EMT.
7. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: Riser-type, optical fiber/communications cable raceway, EMT.
8. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable: General-use, optical fiber/communications cable raceway, Riser-type, optical fiber/communications cable raceway, Plenum-type, optical fiber/communications cable raceway, EMT.
9. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel nonmetallic in damp or wet locations.

B. Minimum Raceway Size: ¾-inch trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

D. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

E. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

E. Install no more than the equivalent of three (3) 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

F. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

G. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

H. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

I. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

J. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:

1. ¾-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.
2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
3. Install with a maximum of two (2) 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.

K. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

L. Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 deg F (17 deg C), and that has straight-run length that exceeds 25 feet.

1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:

   a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
   b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
   c. Indoor Spaces: Connected with the Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
   d. Attics: 135 deg F (75 deg C) temperature change.

2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change.

3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.

M. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

N. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

O. Set metal floor boxes level and flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and one (1) or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both surfaces of walls.

G. Extend sleeves installed in floors 2 inches above finished floor level.

H. Size pipe sleeves to provide ¼-inch annular clear space between sleeve and raceway unless sleeve seal is to be installed or unless seismic criteria require different clearance.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Section 079200 "Joint Sealants" for materials and installation.

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials.

3.4 SLEEVE-SEAL INSTALLATION

A. Install to seal underground, exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.6 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 265119 - LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Interior solid-state luminaires that use LED technology.
2. Lighting fixture supports.

1.3 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color Rendering Index.

C. Fixture: See "Luminaire."

D. IP: International Protection or Ingress Protection Rating.

E. LED: Light-emitting diode.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.
3. Include physical description and dimensions of luminaires.
4. Include emergency lighting units, including batteries and chargers.
5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing and Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps and accessories identical to those indicated for the lighting fixture as applied in this Project IES LM-79 and IES LM-80.

    a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

C. Samples: For each luminaire housing supply at submittal stage a paint chip of the fixture color as specified on the fixture schedule for approval.

D. For luminaires and lamps ref to Product Schedule: Shipping carton/box designation to be clearly marked with same designations as indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Lighting luminaires.
2. Suspended ceiling components.
3. Partitions and millwork that penetrate the ceiling or extend to within 12 inches of the plane of the luminaires.
4. Structural members to which equipment and or luminaires will be attached.
5. Initial access modules for acoustical tile, including size and locations.
6. Items penetrating finished ceiling, including the following:

a. Other luminaires.
b. Air outlets and inlets.
c. Speakers.
d. Sprinklers.
e. Ceiling-mounted projectors.

7. Moldings.

B. Qualification Data: For testing laboratory providing photometric data for luminaires.

C. Seismic Qualification Certificates: For luminaires, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.

D. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

E. Product Certificates: For each type of luminaire.

F. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.

G. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.

1. Provide a list of all lamp types used on Project; use ANSI and/or manufacturers' model numbers.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps (Arrays) and Driver(s): One (1) spare for every twenty-five (25) of each type and rating installed. Furnish at least one (1) of each type.
2. Diffusers and Lenses: One (1) for every ten (10) of each type and rating installed. Furnish at least one (1) of each type.
3. Globes and Guards: One (1) for every ten (10) of each type and rating installed. Furnish at least one (1) of each type.

1.8 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.

B. Provide luminaires from a single manufacturer for each luminaire type.

C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.10 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

B. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.

C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

D. Recessed Fixtures: Comply with NEMA LE 4.

E. Bulb shape complying with ANSI C79.1.

F. Lamp base complying with ANSI C81.61 (where applicable).

G. CRI of minimum 80. CCT of 4000K.

H. Rated lamp life of 50,000 hours.

I. Lamps dimmable from one hundred to zero percent (100-0%) of maximum light output.

J. Internal driver.

K. Nominal Operating Voltage: 120-277 VAC.

1. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

L. Housings:

1. Extruded-aluminum or aluminum housing and heat sink.
2. Finish approval by Architect.

M. Manufacturer – Base of Design

1. See Fixture Schedule and notes on Architectural Drawings.

2.2 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

C. Diffusers and Globes:

1. Acrylic Diffusers: One hundred percent (100%) virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
2. Glass: Annealed crystal glass unless otherwise indicated.
3. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

D. Housings:

1. Extruded-aluminum or aluminum housing and heat sink.
2. Powder-coat finish.

E. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp characteristics:

a. "USE ONLY" and include specific lamp type.
b. Lamp diameter, shape, size, wattage, and coating.
c. CCT and CRI for all luminaires.

2.3 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.4 LUMINAIRE FIXTURE SUPPORT COMPONENTS

A. Single-Stem Hangers: ½-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.

B. Wires: ASTM A 641, Class 3, soft temper, zinc-coated steel, 12 gage.

C. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.

D. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before fixture installation. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

C. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Provide support for luminaire without causing deflection of ceiling or wall.
4. Luminaire mounting devices shall be capable of supporting a horizontal force of one hundred twenty-five percent (125%) of luminaire weight and vertical force of four hundred percent (400%) of luminaire weight.

D. Flush-Mounted Luminaire Support:

1. Secured to outlet box.
2. Attached to ceiling structural members at four (4) points equally spaced around circumference of luminaire.
3. Trim ring flush with finished surface.

E. Ceiling-Grid-Mounted Luminaires:

1. Secure to any required outlet box.
2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four (4) locations, spaced near corners of luminaire.
3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four (4) locations, spaced near corners of luminaire.

3.3 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION 265119