

Reroofing and Related Work
Laboratory, Locker Room and Dewatering Building
The Mattabasset District
245 Main Street
Cromwell, CT

Bid Contract No.: 2022-28

August 22, 2022

Jacunski Humes Architects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

SPECIFICATIONS

REROOFING AND RELATED WORK

LABORATORY, LOCKER ROOM AND DEWATERING BUILDING

THE MATTABASSETT DISTRICT
245 MAIN STREET
CROMWELL, CT

BID CONTRACT NO.: 2022-28

AUGUST 22, 2022

PREPARED BY:

ARCHITECT:
JACUNSKI HUMES ARCHITECTS, LLC
15 MASSIRIO DRIVE
SUITE 101
BERLIN, CT 06037
TEL: 860-828-9221

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LABORATORY, LOCKER ROOM AND DEWATERING BUILDING

THE MATTABASSETT DISTRICT

245 MAIN STREET

CROMWELL, CT

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REROOFING AND RELATED WORK

LABORATORY, LOCKER ROOM AND DEWATERING BUILDING

THE MATTABASSETT DISTRICT
245 MAIN STREET
CROMWELL, CT

NUMBER **DRAWING TITLE**

Cover

R-0.1 Roof Areas Campus Location Plan

R-1.1 Roof Plans

R-2.1 Roof Details

R-2.2 Roof Details

END OF LIST OF DRAWINGS

INVITATION TO BID - Bid Contract 2022-28

August 25, 2022

Sealed Bids will be received at the office of the Executive Director of The Mattabassett District Water Pollution Control Facility, Cromwell, Connecticut, until **2:00 PM on Thursday, September 8, 2022**, for:

LABORATORY, LOCKER ROOM AND DEWATERING BUILDING ROOF REPLACEMENT PROJECT

This bid includes furnishing of materials, labor, equipment, and supplies necessary for the replacement of the various District roofs.

A mandatory Pre-Bid Conference and site visit will be held in the Administration Building of the Mattabassett District on **Monday, August 29, 2022, at 10:00 AM.**

The bid forms, contract terms, and specifications are available at The Mattabassett District's offices, 245 Main Street, Cromwell, Connecticut, and are also available electronically on our website at www.mattabassettdistrict.org. Questions regarding this bid may be directed to Mr. W. Albert Jacunski, AIA of Jacunski Humes Architects, LLC, at 860-828-9221 or email at wajacunski@jharchitects.net.

The Board of Directors of The Mattabassett District reserves the right to reject any or all bids; to accept any bid, all in its sole discretion, and to withdraw this invitation to bid at any time before or after the bids are opened. Bids will not be received after the stated bid due opening date and time. Bids submitted cannot be faxed or sent by email and will not be considered.

By order of The Mattabassett District

Arthur G. Simonian, P.E.
Executive Director

**THE MATTABASSETT DISTRICT
BID PROPOSAL FOR**

**LABORATORY, LOCKER ROOM AND DEWATERING BUILDING ROOF
REPLACEMENT PROJECT
BID CONTRACT NO. 2022-28**

The undersigned hereby proposes to furnish The Mattabasset District, located at 245 Main Street, Cromwell, Connecticut, with roofing construction services in accordance with the following:

Having visited the site and carefully examined the Drawings, Contract Documents and complete Specifications dated August 22, 2022, together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids as prepared by the Architect; Jacunski Humes Architects, LLC, 15 Massirio Drive, Suite 101, Berlin, CT; hereby offers and agrees as follows:

To provide all labor, materials, equipment, appliances and whatsoever else necessary to construct and properly finish all work in connection with the,

**REROOFING AND RELATED WORK
THE MATTABASSETT DISTRICT
245 MAIN STREET**

Cromwell, Connecticut, to the satisfaction of the Architect and the Owner for the Base Bid Lump Sum of:

_____ (\$ _____)

ALTERNATES

The undersigned Bidder further proposes and agrees that should the following Alternates be accepted and included in the Contract, the amount of the Lump Sum Bid, as heretofore stated, shall be adjusted by the amount of said Alternate. All materials and workmanship shall be in strict accordance with the Drawings and Specifications and shall be in place prices.

ADD ALTERNATE NO. 1

For the provision of all materials, labor, equipment, and whatsoever else necessary to substitute the fully adhered .060 EPDM roof system 20 year warranty base bid roof specifications with a .090 EPDM roof system 30 year warranty system, add to the Base Bid Lump Sum the Lump Sum Price of:

ADD: _____ (\$ _____)

UNIT PRICES

Should the amount of improvements required to be increased due to special considerations found at the site, or because of a request of the Owner, the undersigned agrees that the following supplemental UNIT PRICES will be the basic price in place for computing the EXTRA or CREDIT. Each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved:

1. Replacement of Metal Roof Deck \$ _____ per sq. ft.
2. Repair of Concrete Roof Deck \$ _____ per sq. ft.

ALLOWANCES

1. Metal Roof Deck: Included in the Base Bid Lump Sum is a total of 100 sq. ft. of replacement of existing metal roof deck furnished and installed to match existing. The actual amount of metal roof deck replaced shall be adjusted in accordance with the UNIT PRICE for this work.
2. Concrete Roof Deck: Included in the Base Bid Lump Sum is a total of 100 sq. ft. of repair of existing concrete roof deck furnished and applied to match existing. The actual amount of concrete roof deck repaired shall be adjusted in accordance with the UNIT PRICE for this work.

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM # _____ DATE _____

ADDENDUM # _____ DATE _____

The undersigned agrees to commence WORK under this CONTRACT following The District's Notice to Proceed, and to fully complete the WORK in strict accordance with the CONTRACT DOCUMENTS **STARTING MONDAY, OCTOBER 3, 2022 TO FRIDAY, OCTOBER 28, 2022.** The bid price fully reflects consideration of the time requirements contained herein and the extra costs associated with overtime, site conditions, weather, and availability of equipment and material that may be required to complete the CONTRACT within the time requirements contained herein.

Name of Bidder _____

Business Address _____

Business Telephone _____

Business Fax _____

Bidder's Signature _____

Print Name _____

Title _____

Date _____

Attest _____

BIDDERS QUALIFICATIONS STATEMENT

The Bidder shall answer all of the following questions, as part of the BID, so that The District can judge the Bidder's ability, experience, and facilities for providing the proposed services. Attach additional sheets to this page if necessary. Indicate here how many additional pages are attached: _____ pages.

1. Name of the Bidder : _____
2. Tax Identification Number: _____
3. What year was the company organized/formed? _____
4. How many years have you been engaged in business under the present firm or trade name?

5. How many years have you been providing the equipment or service required in this Bid?__

6. Does your company comply with the Immigration and Nationality Act regulations and do you employ only properly documented workers? _____
7. List in the spaces provided below, up to three (3) references that your present organization currently (or within the past two years) has performed similar work.

Company Name	Contact Name	Phone Number	Nature of Work

8. List in the spaces provided below, up to FIVE (5) of your most recent similar projects that your present organization has completed within the past FIVE (5) years or are presently working on:

Project #1
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

Project #2
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

Project #3
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

Project #4
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

Project #5
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

9. What is the general character or type of work you perform? _____

10. Have you ever failed to complete any contracted work? _____ If yes, explain _____

11. Have you ever defaulted on a contract? _____ Have you ever had a contract with a government agency terminated? _____ if yes, explain: _____

12. Have you ever been sued? _____ if yes, explain: _____

13. List the name(s) of the banks and/or financial institutions used for business and reference purposes:

14. In the past three years, have you, your company, or any firm, corporation, partnership or association in which you or your company have an interest, been cited for any willful or serious violations of any occupational safety and health act, standard, order or regulation?

15. In the past three years, have you, your company, or any firm, corporation, partnership or association in which you or your company have an interest, received any criminal convictions related to the injury or death of any employee?

16. Have you or any company official received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

17. List any administrative actions either pending review by the state or determination that the state has made within the last 3 years regarding your company or any of your company's officers, principal shareholders, directors, partners, LLC members or LLC managers. This would include court judgments, actions, suits, claims, demands, investigations and legal,

administrative or arbitration proceedings pending in any forum. Include a listing of OSHA violations and any actions or orders pending or resolved with any state agency such as the Department of Consumer Protection, the Department of Energy & Environmental Protection, etc. Detail this information on a separate sheet of paper if necessary. (*Attach additional sheets, if necessary.*)

I hereby certify under penalty of false statement that all the information supplied is complete and true.

Signature

Date

Title

AFFIRMATION OF BIDDER

I, _____ being duly authorized representative of
_____ hereby certify as follows:

1. _____ (Bidder) agrees to be bound by all the terms and conditions included in the ITB for Bid Contract No. 2022-28 Various District Roof Replacement Project.

2. If selected, _____ further agrees to sign and execute a contract with The Mattabassett District in the form provided by the District, containing all of the District's terms and conditions (see Agreement included with this ITB) and to sign and execute all the District's require affidavits and certifications which are required at the time of contracting.

3. The authority for the undersigned to bind _____ (bidder) is appended.

Signature of authorized person _____

Date executed _____

Print name of authorized person _____

Title of Authorized Person _____

End of Bid Proposal

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

A _____ hereinafter called "Principal", and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto THE MATTABASSETT DISTRICT, as Owner, in the penal sum of FIVE (5.00%) PERCENT of the Total Bid included herewith, for the payment of which, well and truly to be made, we hereby bind ourselves, our respective successors and assigns, heirs, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal has submitted to THE MATTABASSETT DISTRICT, a certain BID, attached hereto and hereby made a part hereof to enter into a written Contract for the **LABORATORY, LOCKER ROOM AND DEWATERING BUILDING ROOF REPLACEMENT PROJECT - BID CONTRACT NO. 2022-28**, at The Mattabassett District's Wastewater Treatment Facility, in Cromwell, Connecticut.

NOW THEREFORE:

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall, within the time stipulate execute and deliver a Contract in the form of contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said Contract, and for the payment for labor and materials, and the required Certificates of Insurance, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal sum of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way diminished, impaired or affected by any extension of the time within which the OWNER may accept such BID, or execute and deliver a Contract; and said Surety does hereby waive notice of any such extension.

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

_____ day of _____ in the year _____.

(Signed) _____
Principal

(Signed) _____
Surety

Subscribed and sworn to before me this
_____ day of _____, 20__

(Title)

My Commission expires _____ 20__

ACKNOWLEDGMENT OF SURETY COMPANY

State of _____)

County of _____)

City of _____)

On this ____ day of _____, 20__, before me personally came _____
_____ to me known to be person named in the
above instrument and who after being by me duly sworn, did depose and say he
resides in _____, that he is the _____
_____ of the corporation described in which is executed the above instrument;
that he knows the seal of said corporation that the seal affixed to said
instrument is such corporate seal, that it was so affixed pursuant to a resolution
of the board of directors of said corporation, and that he signed his name by like
order.

Notary Public

My Commission Expires: _____

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company, and the Power-of-Attorney of the Surety Company's attorney-in-fact, authorized to act within the State of Connecticut).

(The following to be completed by The District upon acceptance of bid by Owner)

The foregoing bond and sureties are hereby approved.

Dated, _____, Connecticut _____, 2022.

Council for The District

AGREEMENT

This AGREEMENT made this _____ day of _____, by and between _____, herein after called the "CONTRACTOR", and THE MATTABASSETT DISTRICT, hereinafter called the "DISTRICT".

WITNESSETH, that the CONTRACTOR and the DISTRICT for _____ (_____) and considerations stated herein mutually agree as follows:

ARTICLE 1 - STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services (including utility and transportation services), and perform and complete, in an efficient and workmanlike manner, all work required for the **LABORATORY, LOCKER ROOM AND DEWATERING BUILDING ROOF REPLACEMENT PROJECT - BID CONTRACT NO. 2022-28**, in accordance with the Contract Documents prepared for the DISTRICT (the "WORK").

ARTICLE 2 - CONTRACT AMOUNT

The DISTRICT will pay the CONTRACTOR for the performance of the Contract in current funds for the work performed at the price stipulated in the Bid.

ARTICLE 3 - CONTRACT

The Contract Documents (sometimes referred to as the "CONTRACT") are incorporated herein and shall consist of the following:

- | | |
|--------------------------------|---|
| a. This AGREEMENT | f. Technical Specifications |
| b. Invitation to Bid | g. Appendices A through B |
| c. Signed Copy of Bid Proposal | h. Notice of Award |
| d. Addenda | i. Notice to Proceed |
| e. General Stipulations | j. Surety, Performance Bond, Labor & Material Payment Bond, Non-Collusion Affidavit |

The CONTRACTOR acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the WORK, and include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the WORK in accordance with all applicable laws, codes, and professional standards. In addition, if the

CONTRACTOR performs any activity and if it knows or should have known that any of the Contract Documents contain a recognized error, inconsistency, or omission, the CONTRACTOR shall be responsible for such activity performance and shall bear the cost for correction thereof.

ARTICLE 4 - RIGHT OF THE DISTRICT TO TERMINATE CONTRACT

The DISTRICT reserves the right to terminate the Contract without prejudice to any other rights or remedies it might have if the CONTRACTOR:

- a. is adjudged bankrupt or makes an assignment for the benefit of creditors;
or
- b. abandons the WORK; or
- c. has a receiver or liquidator appointed for any of its property; or
- d. fails to make immediate payment to persons supplying labor or materials for the WORK after Notice of Warning from the DISTRICT; or
- e. refuses or fails, within three working days after receipt by fax or otherwise of a Notice of Warning from the DISTRICT, to prosecute the WORK or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the WORK within said period;
or
- f. refuses or fails, within three working days after receipt by fax or otherwise of a Notice of Warning from the DISTRICT, to follow laws, ordinances, or the instructions of the DISTRICT or otherwise fail to correct a violation of any provision of the Contract; or
- g. refuses or fails, within three working days after receipt by fax or otherwise of a Notice of Warning from the DISTRICT, to supply enough properly skilled workers, proper materials, or proper workmanship, or to prosecute the WORK or any part thereof in accordance with the Contract Documents, or shall unnecessarily or unreasonably delay the WORK.
- h. Terminate for Convenience- Upon written notice to the Contractor, the Owner may, without cause, terminate his Agreement. The Contractor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

If the Owner terminates this Agreement for Convenience, the Contractor shall be paid: (a) for the Work performed to date including Overhead and

profit; (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed.

In any such foregoing event, at the option of the DISTRICT, the DISTRICT without prejudice to any of its other rights or remedies, may also terminate the agreement with employment of the CONTRACTOR and his right to proceed either as to the entire WORK or as to any portion of the WORK as to which delay shall have occurred and may take possession of the WORK and such materials and supplies as may be on the site of the WORK and may complete the WORK by contract or otherwise, as the DISTRICT shall direct. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the compensation to be paid the CONTRACTOR hereunder shall exceed the expense of so completing the WORK (including compensation for additional managerial, administrative, engineering and inspection services and any damages for delay) such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR and his Sureties shall be liable to the DISTRICT for such excess. The right of the DISTRICT to stop the WORK pursuant to this Article shall not give rise to any duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other person or entity.

ARTICLE 5 - SUSPENSION OF THE WORK

If suspension of the WORK is warranted by reason of unforeseen conditions which may adversely affect the quality of the WORK if such WORK were continued, the DISTRICT may suspend the WORK by written notice to the CONTRACTOR. In such event, the Contract time shall be adjusted accordingly and the Contract sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.

ARTICLE 6 - PAYMENTS TO THE CONTRACTOR

- a. No price increases are allowed under this Contract.
- b. On or before the 10th of the month, following completion of the WORK, the CONTRACTOR shall submit his request for payment, along with a certificate warranting that the WORK for which payment is made is free and clear of liens, claims, and security interests.
- c. The DISTRICT will review the payment request and, if it is approved, the DISTRICT will pay the CONTRACTOR within thirty (30) days after approval of the payment request, if it has been received by the 10th of the month – otherwise it will be paid within forty-five (45) days after approval by the District. All payments are subject to withholdings specified in subparagraph "d" below.

- d. The CONTRACTOR shall include in such payment request, only such materials as are on-site and incorporated into the WORK.
- e. The DISTRICT shall withhold from the payment of the work done to date, a retainage amount equal to five (5%) percent of the dollar value of all WORK satisfactorily completed to date, as approved by the DISTRICT. The retainage shall be held by the District until the approval of the final Certificate by the DISTRICT at which time the retainage shall be reduced as provided in Article 7.
- f. No separate payment shall be made to the CONTRACTOR for the costs of Bonds, Permits (including Building Permits), or Insurances required by this Contract or for the cost of preparation of any and all Shop Drawings. The cost of these items shall be deemed as overhead and shall be included in the BID prices of the various items contained in the BID.
- g. District's Right to Withhold Certain Amounts and Make Application Thereof:
 - 1. The CONTRACTOR agrees to indemnify and save the DISTRICT harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.
 - 2. The CONTRACTOR shall, at the DISTRICT's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the DISTRICT may, after having served written notice on the said CONTRACTOR, either pay unpaid bills directly and deduct such amount paid from the CONTRACTOR's unpaid compensation or withhold from the CONTRACTOR's unpaid compensation such sums as are deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR will resume in accordance with the terms of this Contract.
 - 3. In no event shall the provisions of this subparagraph be construed to impose any obligations upon the DISTRICT to either the CONTRACTOR or his Surety.
 - 4. Any payment made under the Contract by the DISTRICT to others on behalf of the CONTRACTOR, shall not be cause for the DISTRICT to become liable to the CONTRACTOR or his Surety or other persons for any such payments made in good faith.

5. The DISTRICT may withhold from the CONTRACTOR, as much of any approved payments due it as may be necessary, in the judgment of the DISTRICT, in order to protect the DISTRICT from loss due to defective WORK not otherwise remedied; or protect the DISTRICT from loss due to injury to persons or damage to the WORK or property of other subcontractors, or other loss caused by the act or neglect of the CONTRACTOR or any of his subcontractors. The DISTRICT shall have the right to apply any such amounts so withheld in such a manner as the DISTRICT may deem proper to satisfy such claims or to secure such protection. Such application of such money under this subparagraph shall be deemed payment for the account of the CONTRACTOR.
- h. Upon the completion of all the WORK whatsoever required, the CONTRACTOR shall file a written certificate with the DISTRICT as to the entire amount of the WORK performed and compensation earned by the CONTRACTOR, including extra work and compensation thereof, and including the date of completion.
- i. The CONTRACTOR shall not stop WORK during the pendency of a bona fide dispute between the CONTRACTOR and the DISTRICT in regard to any withheld payment.

ARTICLE 7 - FINAL CERTIFICATE AND PAYMENT

Upon completion of the WORK in accordance with the Contract and acceptance thereof by the DISTRICT and as soon thereafter as practicable, the DISTRICT shall prepare a Final Certificate which shall certify the value of the work performed and materials furnished and exact aggregate amount of the compensation to which the CONTRACTOR will become entitled under the terms of the Contract. A copy of the Final Certificate shall be furnished to the CONTRACTOR.

Upon approval of the Final Certificate by the DISTRICT, the DISTRICT shall pay the CONTRACTOR an amount equal to the total compensation to which the CONTRACTOR is entitled for the performance of the total Contract less the amount of all previous payments, less an amount equivalent to approximately two (2%) percent of the total Contract price, or an amount which will insure performance by the CONTRACTOR of all its obligations under the Contract Documents (the "reduced retainage"). The reduced retainage shall be held by the DISTRICT for a period of sixty (60) calendar days after the date of acceptance by the DISTRICT of the Final Certificate to ensure the CONTRACTOR's obligations and performance under this Contract. Any payment, however, final or otherwise shall not release the CONTRACTOR or his

sureties from any obligations under the Contract Documents or the Performance or Labor and Materials Bonds.

The CONTRACTOR shall be conclusively deemed to have accepted the Final Certificate as a correct statement of the total liability of the DISTRICT and of the compensation paid and to be paid to the CONTRACTOR by the DISTRICT unless, within seven (7) days after delivery of his copy of the Final Certificate to him, the CONTRACTOR shall return such copy to the DISTRICT together with a statement of his objections to such Certificate and of any claim for damages or compensation in excess of the amounts shown on the Certificate.

The acceptance by the CONTRACTOR of the Final Certificate approved by the DISTRICT shall constitute a release and shall discharge the DISTRICT from any further claims by the CONTRACTOR arising out of or related to the Contract except the CONTRACTOR's claim for the balance of the compensation shown to be due on the Final Certificate. Upon final payment of retainages, the CONTRACTOR must execute a release and hold-harmless agreement in favor of the DISTRICT.

ARTICLE 8 - MISCELLANEOUS

- a. This AGREEMENT, together with other documents enumerated in Article 3 hereinabove, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of the Contract Documents conflicts with any other component part, the provision of the component part first enumerated in Article 3 hereinabove, shall govern, except as otherwise specifically stated.
- b. The CONTRACTOR may not assign its rights or obligations under this Contract. The District may void any purported assignment in violation of this section and declare the Contractor in breach of Contract.
- c. The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability, or effectiveness of the remaining parts and provisions of the Contract Documents.
- d. The Contract Documents shall be governed by and construed under the substantive laws of the state of Connecticut without reference to any choice of law principles that would cause the application of the laws of a different jurisdiction. All actions, suits or proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the state or federal district court having jurisdiction of the subject matter of the dispute, sitting in the state of Connecticut, and the parties hereby

irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive any defense of inconvenient forum to the maintenance of any such action or proceeding.

- e. The descriptive headings in the Contract Documents are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions thereof. Any reference to the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and any reference to the singular shall include the plural, and vice versa, unless the context otherwise requires.
- f. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of the District, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- g. This Agreement contains the complete agreement and understanding between the parties and supersedes any prior understandings, agreements or representations by or between the parties, whether written or oral. Each party acknowledges that the other party has made no representations, warranties, agreements, undertakings or promises except for those expressly set forth in this Agreement.
- h. This Agreement may be signed and executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile, pdf or electronic signature will be considered an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day and year first above written.

THE CONTRACTOR: (SEAL)

Attest:

(Contractor's Signature)

By: _____

(Name)

(Title)

THE MATTABASSETT DISTRICT

By: _____

Arthur G. Simonian, P.E., LEED
Executive Director

Certification of Corporate CONTRACTOR:

I, _____, certify that I am the _____ of the corporation named as CONTRACTOR herein; that _____ who signed this Agreement on behalf of the CONTRACTOR, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

(Signature)

(Corporation)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

A _____ hereinafter called "Principal", and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto THE MATTABASSETT DISTRICT, in the Town of Cromwell, Connecticut, acting through its Executive Director, hereinafter called "District", in the total aggregate penal sum of:

_____ **Dollars**
(_____)

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the District, dated the _____ day of _____, 2022, copy of which is hereto attached and made part hereof for the **LABORATORY, LOCKER ROOM AND DEWATERING BUILDING ROOF REPLACEMENT PROJECT - BID CONTRACT NO. 2022-28**, at the District's Wastewater Treatment Facility, in Cromwell, Connecticut.

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

any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 22_____.

ATTEST:

Principal

(Principal) Secretary

By _____(S)

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

Principal

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

Address

Witness as to Surety

Address

NOTE: Date of Bond must not be prior to date of Contract. The following shall be included on the bond.

- (1) Correct name of Contractor, Surety, and District.
- (2) If a Corporation, a Partnership or an Individual, as case may be.
- (3) If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

POWER OF ATTORNEY

Attorney-in-fact who signs contract bonds, must file with each bond a certified copy of their power of attorney to sign said bonds.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

A _____ hereinafter called "Principal", and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto THE MATTABASSETT DISTRICT, hereinafter called "District", and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of:

_____ Dollars (_____)

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the District, dated the _____ day of _____, 2022, copy of which is hereto attached and made part hereof for the **LABORATORY, LOCKER ROOM AND DEWATERING BUILDING ROOF REPLACEMENT PROJECT - BID CONTRACT NO. 2022-28**, at the District's Wastewater Treatment Facility, in Cromwell, Connecticut.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and

all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the Principal or its subcontractors.

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

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the District, or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope address to the Principal, District, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer, (b) After the expiration of one (1) year following the date on which Principal ceased all work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____day of _____, 2022.

ATTEST:

Principal

(Principal) Secretary

By _____(S)

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

Principal

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

Address

Witness as to Surety

Address

NOTE: Date of Bond must not be prior to date of Contract. The following shall be included on the bond.

- (1) Correct name of Contractor, Surety, and District.
- (2) If a Corporation, a Partnership or an Individual, as case may be.
- (3) If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

POWER OF ATTORNEY

Attorney-in-fact who signs contract bonds, must file with each bond a certified copy of their power of attorney to sign said bonds.

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing it)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CONNECTICUT

COUNTY OF _____

_____ Being first duly sworn deposes and says:
That they are the _____ of the corporation who

(Official Title of Cooperate Officer or Agent)

is the Bidder submitting the accompanying bid for Contract No. 2022-28; and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Subscribed and sworn to before me this _____ day of _____, 2022

_____ My Commission expires _____

Notary Public
(Seal)

(Signature of Cooperate Officer or Agent)

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing the bid)

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF CONNECTICUT

COUNTY OF _____

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as _____ who is the Bidder submitting the accompanying
(Firm Name)

bid for Contract No. 2022-28; and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Subscribed and sworn to before me this _____ day of _____, 2022

Notary Public
(Seal) My Commission expires _____

Signatures of Named Principals:

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing the bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CONNECTICUT

COUNTY OF _____

_____ Being first duly sworn deposes and says:
That they are the person who is the Bidder submitting the accompanying bid for Contract No. 2020-18; and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Subscribed and sworn to before me this _____ day of _____, 2022

_____ My Commission expires _____
Notary Public
(Seal)

(Signature of named individual)

W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][][][][] OR Employer identification number [][]-[][][][][][][][][]
--	--

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

GENERAL STIPULATIONS & NOTICE TO CONTRACTOR

Bidders are required to submit proposals on the attached form, and any conditions or alterations of the form shall be considered as irregular and grounds for rejection of the Bid proposal. Prices bid shall be exclusive of all taxes not applicable to municipalities. The District reserves the right to reject any bid submitted that is not in full compliance with these General Stipulations and instructions to bidders as not being responsive. Photocopies of tax exemption certifications shall be furnished to the bidder upon request.

The District shall not be responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any such errors or omissions the bidder should contact the person designated as the District's purchasing agent for this bid and request clarification. Bids must be signed with the name of the person, persons, firm, or company proposing to furnish the services. The Bidder shall sign the proposal correctly. If the proposal is made by an individual, its name and address must be shown; if by a firm or partnership, the name and address of each member of the firm or partnership must be shown. If by a corporation, the proposal must show the name of the State under the laws of which the corporation was chartered and the name and title of the officer(s) having authority under the by-laws to sign contracts. Anyone signing a proposal as agent shall file with it legal evidence of its authority to do so.

Please note that it is the Bidder's responsibility to check on-line a minimum of twenty-four (24) hours in advance of the bid opening to determine if any addenda have been issued and acknowledge receipt of such Addenda in the Bid proposal. Bids must be submitted in a sealed envelope with the outside of the envelope clearly marked **"SEALED BID – LABORATORY, LOCKER ROOM AND DEWATERING BUILDING ROOF REPLACEMENT PROJECT - BID CONTRACT NO. 2022-28, Thursday, September 8, 2022, 2:00 PM"**. Bids must give the prices proposed both in words and figures. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern. If the District's administrative office is closed on the day of the bid opening due to inclement weather or any other extraordinary condition, as determined by the District, the bid opening date shall be postponed until the same hour on the next day that the District's administrative office is open for business.

A site visit will take place following the **mandatory** pre-bid conference scheduled for **Monday, August 29, 2022, at 10:00 am**. The Contractor represents that it has visited the site of the proposed work and fully acquainted itself with the existing conditions there relating to construction, safety and labor, and has fully informed himself as to the difficulties and restrictions attending the performance of the Contract. The Contractor represents that the Bid prices cover all expenses incurred in providing the work, including but not

limited to furnishing all labor, materials, equipment, supplies, and anything else required or necessary in order to provide the specified services in accordance with the specifications and within the time set forth.

Proposals must be accompanied with a bid bond or certified check made payable to The Mattabassett District for five (5%) percent of the total bid. Failure to furnish a bid bond/certified check shall be reason for rejection of the bid. If the proposal is not accepted, the bid bond or certified check will be returned to the bidder. If the proposal is accepted, the certified check or bid bond will be held until the contract is signed and a performance bond and labor and material bond, both in the amount of 100% of the bid, are received. The successful bidder shall sign the contract and provide the required bonds within ten (10) days after notice to do so has been given. Failure to comply with this provision shall be grounds for forfeiture of the bid bond or certified check as liquidated damages by The District.

The Mattabassett District (The District) reserves the right to award any bid, to reject any and all bids in whole or in part, and to waive any informality or technical defect in bids when it appears to be in The District's best interest to do so. If the contract is awarded, it will be awarded by The District to a qualified, responsive Bidder who has demonstrated experience in the type(s) of specific Work required by this Contract and who: 1) Has adequate resources or the ability to obtain such resources as required during performance of the Contract. 2) Has a satisfactory record of performance. 3) Is otherwise qualified and eligible to receive an award under applicable laws and regulations. The District may make such investigation as it deems necessary to determine the ability of the bidder to perform the work or deliver the goods and materials requested and the Bidder shall furnish to the District such information and data for this purpose as the District may request. The District reserves the right to reject any and all bids if evidence submitted by or an investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract and to complete the work or the delivery of the items contemplated herein.

If The District awards work based on this Bid, then The District will issue a NOTICE TO PROCEED for a project to the successful bidder. The date of the NOTICE TO PROCEED shall be the date of the Contract. The Contract Documents (sometimes referred to as the "Contract") shall consist of the Invitation to Bid, Signed Copy of Bid Proposal and Bid documents, Addenda (if any), Technical Specifications, General Stipulations, Appendix A through Appendix D.

The Contractor, as applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all laws, regulations and CTDOL policies regarding the current wage rates and the recording of the rates and payments consistent with the requirements of the CTDOL, and as included in Appendix B. The

Contractor agrees and accepts as a condition of any contract awarded from this Invitation to Bid, The District's right to terminate this contract for any reason whatsoever. Such termination shall be issued by The District in writing to the Contractor and shall be sent by certified mail, return receipt requested.

The Contractor shall purchase and maintain such insurance as will protect it from claims under workers' compensation laws, from claims under automobile liability laws, from claims insured by personal injury liability coverage, and from claims for injury to or destruction of tangible property. This insurance shall name The Mattabassett District as an additional insured party and include the following limits. The Contractor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with companies licensed by the State of Connecticut which have at least an "A-" VIII policy holders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$3,000,000
	Aggregate	\$3,000,000
Pollution Liability	Each Occurrence	\$3,000,000
	Aggregate	\$3,000,000

*The Mattabassett District shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

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

Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$ 500,000
	EL Disease Each Employee	\$ 500,000
	EL Disease Policy Limit	\$ 500,000

Original, completed Certificates of Insurance must be presented to the District Engineer prior to the start of work. The Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the District 30 days prior to cancellation.

At all times throughout the duration of the Contract, the Contractor(s) shall, to the extent allowed by law, indemnify and save harmless The District, and its officers, agents and employees, against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of The District.

The Contractor(s) shall defend, indemnify and save harmless The District from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's compensation claims of or by anyone whomsoever in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or its subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the Contract.

The Contractor acknowledges and accepts as a condition of this Contract that the Contractor's and the significant subcontractors' insurances shall be the primary insurance with respect to The District (and their employees and agents). Any insurance and/or self-insurance maintained by The District (its officers, employees, or agents) shall be in excess of the Contractor's and subcontractors' insurance and shall not contribute with it.

The Contractor and subcontractors are required to make good faith efforts to comply with all Federal and State laws and policies which speak to equal employment opportunity. It has always been the policy and will continue to be the strong commitment of The District that all contractors and subcontractors who do business with The District provide equal opportunity in employment to all qualified persons solely on the basis of job-related skills, ability, and merit and without regard to their race, color, religion, sex, national origin, ancestry, age, physical disability, or marital status.

On or before the 10th of each calendar month, the Contractor shall submit a bill for all work performed during the preceding calendar month. The District will review the payment request and, if it is approved, The District will pay the Contractor within thirty (30) days after approval of the payment request.

HOLD HARMLESS AND INDEMNITY: The bidder, its agents and representatives shall indemnify, save and hold harmless the District, including

its Board Members, officers, Executive Director and employees (collectively, the District) from any and all claims made against the District, including but not limited to monetary damages, judgments, costs and reasonable attorneys' fees. to the extent any such claim results from any wrongful, willful or negligent act or omission of the bidder in the performance of services or the work covered by this bid or any contract entered into as a result of this bid solicitation.

End of GENERAL STIPULATIONS & NOTICE TO CONTRACTOR

SPECIAL CONDITIONS

1.01 USE OF BUILDING BY THE OWNER

- A. The facilities at The Mattabasset District will be occupied by staff and visitors during the construction period. All work must be carefully coordinated with the District Engineer or his/her designee, and the Architect to insure satisfactory operational conditions for the facility during the construction period. The contractor shall carefully coordinate the daily construction activities with The Mattabasset District personnel to allow sufficient planning time to relocate activities away from reroofing operations if necessary.

1.02 EXISTING CONDITIONS AND MEASUREMENTS

- A. Each Bidder will be held to have examined the premises and satisfied himself with the conditions which would in any manner affect the work under the Contract, and no later claims for extra compensation for labor, materials and equipment which could have been foreseen by such examination, including, but not limited to roof test cuts, will be recognized. This Contractor shall take all necessary measurements for his work, at the site, and shall verify all measurements given on the Drawings. A Mandatory Pre-Bid Conference will be held on Monday, August 29, 2022, at 10:00 AM, at The Mattabasset District, 245 Main Street, Cromwell, CT.

1.03 INTENT

- A. These Specifications with the accompanying Drawings are intended to describe and illustrate all material, labor, equipment and whatsoever else necessary to complete the Reroofing and Related Work at The Mattabasset District, Cromwell, CT.
- B. For convenience of reference, these Specifications are separated into titled Divisions and Sections. Such separations shall not, however, operate to make the Architect an arbiter to establish limits to Contracts between the Contractor and Subcontractors. The Divisions of the Specifications do not necessarily define the limits of the Contractor's subcontracts; the work of any one subcontract may include items specified in several Divisions or Sections. The Contractor may sublet work as he/she sees fit, but it is his/her responsibility to see that all work shown on the Drawings and or specified is completed in accordance with the Contract.
- C. All materials shall be furnished and all work shall be accomplished in strict accordance with the grades or standards of materials, standards of workmanship, and manufacturer's specifications listed or mentioned in these documents.
- D. The listing or mention of materials shall be sufficient indication that all such materials shall be furnished by the Contractor, in accordance with the grades or

standards indicated, free from defects impairing strength, durability or appearance and in sufficient quantity for the proper and complete execution of the work, unless specifically stated otherwise.

- E. The listing or mention of any method of installation, erection, fabrication or workmanship shall not operate to make the contractor an agent, but shall be for the sole purpose of setting a standard of quality for the finished work. Contractor is free to use any alternate method, provided only that, prior to the start of the work, such alternate method is approved in writing by the Architect, as resulting in quality equal to that intended by these documents. Unless an alternate method is approved, all work shall be in strict accordance with all methods of installation, erection, fabrication and workmanship listed or mentioned herein.

1.04 CORRELATION OF DRAWINGS AND SPECIFICATIONS

- A. In general, the Specifications will describe the “quality” of the work and the Drawings, the “extent” of the work. The Drawings and specifications are cooperative and supplementary, however, and each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract.
- B. In case of disagreement between Drawings and Specifications, or within either document itself, the better quality or greater quantity of work for decision and or adjustment shall prevail. Any work done by the Contractor without consulting the Architect, when the same requires a decision, shall be done at the Contractor’s risk.
- C. Omissions or Errors: If any omissions or errors are noted or instructions at variance with the obvious intent of the documents, it is the responsibility of the Contractor to call them to the Architect’s attention before signing the Contract.

1.05 INTERPRETATION OF “OR EQUAL”

- A. The use of trade names, with a notation such as “or equal” in these Specifications is to establish quality required there is no attempt to limit competitive bidding, but in like manner quality specified will be rigidly maintained.
- B. The words “approved,” “equal to,” “as directed,” etc., are interpreted and will be taken to mean “to the satisfaction of the Architect.”
- C. Where three or more proprietary names are specified, and the words “or equal” are omitted, no substitute products will be considered. Bids must be based on one of the named products.

1.06 WORK SCHEDULE AND COST BREAKDOWN

- A. The work is to be carried to completion with utmost speed. Work shall commence on Monday, October 3, 2022 and be substantially complete on Friday, October 28, 2022. The Contractor shall furnish to the Architect a Critical Path

Schedule showing anticipated starting and completion dates for the various Divisions of this work. This schedule shall be furnished to the Architect prior to Contractor's first requisition for payment.

- B. If, in the opinion of the Architect, it becomes necessary for maintaining the schedule and completing the project within the specified time, Contractor shall provide additional crews immediately so upon written request.
- C. Submit immediately after the Contract is let, an itemized breakdown of estimated cost in detail.

1.07 CONSTRUCTION COORDINATION

- A. There shall be cooperation and coordination with respect to time, space, work, etc., between General Contractor, Subcontractors and all other Contractors and no claim for extra compensation and or extension of Contract time will be allowed for conditions resulting from lack of said cooperation and coordination.

1.08 TEMPORARY UTILITIES

- A. General - All concerned with furnishing utilities for use on the project as specified in this section are cautioned to determine location of sources of supply and conditions under which services can be brought to points of use on the site. Each shall inspect premises and drawings for requirements of local installations and shall ascertain rules and fees under which various public private or municipal utilities will supply service. Upon completion of project, remove all temporary work.
- B. Water - Existing service is available for the Contractor's use.
- C. Electrical Service
 - 1. Existing service is available for Contractor's use. The Contractor shall arrange and pay for temporary connections.
 - 2. Contractors shall be responsible for furnishing such light bulbs and extension cords as may be essential to the execution of their respective branches of the work and for extensions of lines to sheds or to power tools and remote areas which cannot be reached with extension cords.
- D. Utility Charges for electric power and water service will be paid by the Owner.

1.09 PROTECTION

- A. Contractor shall at all times protect the building from damages from rain water. He shall provide all equipment and enclosures to insure this protection. Removal of existing roofing and or work which in any way can allow water to intrude into the building shall not be undertaken if rain is forecasted. In the event that the building or contents of the building are damaged due to negligence on the part of

the Contractor, the Contractor shall fully restore the building, furniture, equipment, etc., to original conditions and compensate the Owner for all resulting losses.

- B. Contractor shall remove all snow and ice as may be required for proper protection and prosecution of the work.
- C. Contractor shall provide all shoring, bracing and sheathing as required for safety and for proper execution of work and have same removed when work is completed.
- D. During cold weather, Contractor shall protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, Contractor shall cease work and shall so notify Architect. The Contractor shall be responsible for the repair and or replacement, as may be required, of all work damaged from frost, freezing or any elements of the weather.
- E. Protection at Night and when Work is not in Progress. The Contractor shall be solely responsible for damage, loss or liability, due to the theft or vandalism when work is not in progress at night, weekends, or holidays.
- F. Existing Exit ways shall be maintained to provide safe egress from occupied portions of the buildings at all times.
- G. Fire Protection - All fire used within the structure for working purposes shall be extinguished when not in use. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the building at any time.
- H. Precaution must be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed; Contractor shall take or cause to be taken such additional safety and health measures as are reasonably necessary. Machinery, equipment and other hazards, guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
- I. It shall be the responsibility of the Contractor to protect and preserve, in operating condition, all utilities traversing the work area. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Architect at no additional cost to the Owner.

1.10 USE OF PREMISES, SPECIAL WORKING CONDITIONS

- A. The Contractor shall confine his apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the Contract and on-site limits as directed by the Architect. Coordination with the Owner is essential in this matter.

- B. The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris daily.

1.11 MAINTENANCE OF TRAFFIC AND EXITS

- A. On-site and off-site traffic and exit ways shall not be blocked by construction vehicles, parked cars, material storage and other construction operations. Interior and exterior building exit ways shall be maintained at all times during the work day.

1.12 SAMPLES

- A. All materials that will be used in the construction of this project are subject to the approval of the Architect. All samples required by the Specifications shall be submitted for approval. Where color selections are made, complete samples shall be furnished to the Architect. Carefully note that gravel application can not commence until a sample has been submitted and approved by the Architect.

1.13 EQUIPMENT AND HOISTS

- A. The Contractor shall provide at his/her own expense and risk, all tools, equipment apparatus, and temporary work that may be required for the execution of the work under his Contract.
- B. The Contractor shall provide temporary hoists with power and attendance for same as required to handle his/her own materials and rubbish.

1.14 FIRE EXTINGUISHERS

- A. Provision of fire extinguishers in the area under construction is required from the standpoint of controlling incipient fires promptly.

1.15 REPAIRS

- A. Contractor shall make all repairs to existing streets, walks, curbs, grassed areas, etc., and existing construction, furnishings, equipment, etc., made necessary and or resulting from this work.

1.16 GENERAL COORDINATION

- A. There shall be cooperation and coordination with respect to time, space, work, etc., between the General Contractor, Subcontractors and all other Contractors and no claim for extra compensation and or extension of Contract time will be allowed for conditions resulting from lack of said cooperation and coordination.
- B. The Contractor shall promptly notify the Architect and Owner of all errors, omissions or discrepancies which he finds on the Contract Documents and he shall not proceed with the work involved in such errors, omissions, or

discrepancies until instructions are given by the Architect. The Contractor shall be responsible for all work erroneously installed prior to receiving said instructions.

1.17 DELIVERY STORAGE AND HANDLING

- A. All materials and equipment shall be so delivered, stored and handled as to prevent intrusion of foreign materials and damage by weather or breakage. Packaged materials shall be delivered and stored in original packages. Packages opened for Architect's inspection shall be repackaged until ready for use. Packages, materials and equipment showing evidence of damage shall be rejected.
- B. All materials which could be affected by dampness shall be stored in suitable substantial watertight storage facilities maintained in good condition throughout their use.
- C. Rigid insulation board shall not be stored within the building. Provision shall be made for its protection from the weather and vandals elsewhere on the site.

1.18 CLEANING

- A. All accumulated rubbish shall be removed from the building and points immediately adjacent thereto by the Contractor on a daily basis. Dumpsters and waste receptacles shall be removed from the site at the end of each work week. Flammable rubbish shall not be burned on the premises. It shall be hauled away. No rubbish shall be deposited as fill on premises.
- B. Leave the work area clean and ready for use. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be deducted from the Contract for Construction. Thoroughly wash and clean all dirt and stains on all surfaces affected by this contract. Leave the work area and interior of the building clean and ready for occupancy and use on or before October 28, 2022. If the Contractor fails to demonstrate a commitment to accomplish the required cleaning, the Owner reserves the right to employ a professional cleaning service and to deduct the cost thereof from the Contract for Construction.

1.19 SOCIAL SECURITY TAXES

- A. The Contractor and each Subcontractor shall pay the taxes measured by the wages of all their employees as required by the Federal Social Security Act and all amendments thereto, and accept the exclusive liability for said taxes. The Contractor shall also indemnify and hold the Owner harmless on account of any tax measured by the wages aforesaid of employees of the Contractor and his subcontractors, assessed against of the Owner under authority of said law.

1.20 UNEMPLOYMENT INSURANCE

- A. The Contractor and each Subcontractor shall pay unemployment insurance measured by the wages of his employees as required by law and accept the

exclusive liability for said contributions. The Contractor shall also indemnify and hold harmless the owner on account of any contribution measured by the wages of aforesaid employees of the Contractor and their Subcontractors, assessed against the Owner under authority of law.

1.21 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference.
- B. The Contractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees, material men and Subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of their agents, employees, material men or Subcontractors failing to so comply.
- C. The Contractor shall indemnify the Owner and Architect and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the Owner and Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State, and Local, which are currently in effect or which become effective in the future, by the Contractor, their Subcontractors or material suppliers.

1.22 JOB MEETINGS / PRE CONSTRUCTION MEETING

- A. Pre-Construction and Job Meetings conducted at the job site by the Architect's representative for the purpose of coordinating and observing the work shall be mandatory for the General Contractor and or his/her superintendent. Also, at times, the Architect's representative will designate certain Subcontractors to attend.

1.23 LIST OF CONTACTS

- A. General Contractor shall furnish Owner list of persons to contact with telephone numbers for emergency use during construction period (off hours, weekends, holidays).

1.24 PLANS AND SPECIFICATIONS AT THE SITE

- A. The General Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved shop drawings, change orders and other modifications, schedules, and instructions in good order and marked to record all changes made during construction. These shall be available at all times to the Architect or his authorized representatives.

1.25 DRAWINGS FURNISHED

- A. Three (3) copies of the Drawings and Specifications will be allowed the General Contractor by the Owner. If more are required, the General Contractor shall pay the cost of reproduction.

END OF SECTION 01 01 00

SECTION 01 02 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Mattabasset District Agreement, General Stipulations & Notice to Contractor is a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances. Allowances shall be included in Contractor's Bid Proposal and Contract Sum.
- B. Types of allowances required include the following:
 - 1. Unit Price allowances.
- C. Expenditure of allowances shall be as directed by the Owner, in accordance with procedures for submitting and handling Change Orders.

1.3 SUBMITTALS

- A. Submit proposals for expenditures related to an allowance, in the form specified for Change Orders.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.2 SCHEDULE OF ALLOWANCES

- A. Metal Roof Deck: Included in the Base Bid Lump Sum is a total of 100 sq. ft. new metal deck furnished and installed to match existing..

- B. Concrete Roof Deck: Included in the Base Bid Lump Sum is a total of 100 sq. ft. of repair of existing concrete roof deck furnished and applied to match existing.

END OF SECTION 01 02 00

SECTION 01 03 00 - UNIT PRICES

PART 1 – GENERAL

1.1 **RELATED DOCUMENTS**

- A. The Mattabassett District Agreement, General Stipulations & Notice to Contractor is a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 **SUMMARY**

- B. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to, or deducted from, the Contract Sum by Change Order in the event the project Scope of Work is altered.
- C. Unit prices include material, any direct or indirect expenses of the General Contractor or Sub-Contractor, profit, insurance, bonding and any applicable taxes.

PART 2 – PRODUCTS (not applicable)

PART 3 – EXECUTION

3.1 **UNIT PRICES**

- A. Should the amount of improvements required to be increased or decreased due to special considerations found at the site, or because of a request of the Owner, the undersigned agrees that the following supplemental UNIT PRICES will be the basis price in place for computing the ADD (Extra) or DEDUCT (Credit). Each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved including all handling, removal, and legal disposal of any related material.
- B. Unit Prices shall be supplemental to the Allowance amounts listed within Section 01 02 00 – “Allowances”. The General Contractor shall make all financial adjustments to the contract amount by use of Unit Pricing. All adjustments shall be “in addition to” or “subtracted from” the Allowance amounts that are carried within the Lump Sum, Base Bid contract amount.

3.2 UNIT PRICE SCHEDULE

1. Replacement of Metal Roof Deck: \$ per sq. ft.
2. Repair of Concrete Roof Deck: \$ per sq. ft.

END OF SECTION 01 03 00

SECTION 01 03 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Mattabassett District Agreement, General Stipulations & Notice to Contractor is a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
 - 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 mentioned as part of the Alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Add Alternate No. 1 - For the provision of all materials, labor, equipment, and whatsoever else necessary to substitute the fully adhered .060 EPDM roof system 20 year warranty base bid roof specifications with a .090 EPDM roof system 30 year warranty system.

END OF SECTION 01 04 00

SECTION 01 05 00 - PROJECT COORDINATION

1.01 RELATED DOCUMENTS

- A. The Mattabassett District Agreement, General Stipulations & Notice to Contractor is a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.02 GENERAL

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - 1. Coordination.
 - 2. Progress Meetings.
 - 3. Administrative and supervisory personnel.
 - 4. General installation provisions.
 - 5. Cleaning and protection.
- B. Requirements for the Contractor's Construction Schedule are included in Section 01 01 00, "Special Conditions".

1.03 SUMMARY OF WORK

- A. The intent of this bid is to complete the work defined in the Contract Documents. The selected General Contractor must work harmoniously with the Owner to complete the Work within the calendar days noted in the Proposal.
- B. Portions of this building will be occupied and must remain fully operational throughout the construction period. The Contractor will be required to establish and present to the Architect in writing for approval, his own phasing program that will allow the Contractor to complete the most disruptive work within the building.
- C. The Contractor shall prepare a detailed construction schedule which shall be presented to the Architect and the Owner for their review, comments and approval. The schedule must clearly demonstrate the proper sequencing of construction and relocation activities and how operational and environmental conditions will be satisfactorily maintained in all occupied spaces.
- D. Contractor shall provide tight, secure, dust screens to separate all areas of the work and occupied spaces.
- E. All work must be coordinated with the Architect and The Mattabassett District staff to insure satisfactory operational conditions. The Contractor will be required to coordinate and schedule his work to keep a minimum of the facilities shut down at any specific time. Any area that must be shut down may be only with the

approval of and during the time designated by the Owner. The Contractor shall phase his work, as required, in the building. The Contractor shall insure safe access to occupied areas by the employees, students and public. The Contractor shall insure that heat and all other utilities are provided to these areas. Repair of any damage to existing facilities and equipment resulting from interrupted utilities, lack of heat, or Contractor's work in the areas shall be Contractor's responsibility. Also, repair of any damage to services and utilities as a result of the work shall be the Contractor's responsibility. Contractor shall insure safe egress and security of existing areas and equipment during the construction. Existing exitways shall be maintained to provide safe egress from occupied portions of the building at all times.

- F. The Contractor shall restrict the parking of workmen and construction vehicles and the storage of construction materials to a suitable parking area to be determined during a pre-construction conference.
- G. Work can proceed after hours (second and third shifts) weekends, holidays and vacation periods at the Contractor's option with the stipulation that the building is left dust free, free of barriers and absolutely safe for occupancy by 6:00 AM of each day.

1.04 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation. No claim for extra compensation or extension of Contract time will be allowed for conditions resulting from a lack of said coordination and cooperation.
 - 1. Where installation of one part of the work, is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate Contractors where 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

ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project Close-out activities.

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

1.05 PRE-CONSTRUCTION CONFERENCE

- A. The Architect will schedule a pre-construction conference and organizational meeting at the Project site no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Attend the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect and their consultants, the Owner's Clerk-of-the-Works, the General Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
1. Notify and arrange for attendance by all parties except the Architect, Owner, and Owner's representative.
- C. Agenda: Items of significance that could affect progress will be discussed, including such topics as:
1. Tentative construction schedule.
 2. Critical Work sequencing.
 3. Designation of responsible personnel.
 4. Procedures for processing field decisions and Change orders.
 5. Procedures for processing Applications for Payment.
 6. Distribution of Contract Documents.
 7. Submittal of Shop Drawings, Product Data and Samples.
 8. Preparation of record documents.
 9. Use of the premises.
 10. Office, Work and storage areas.
 11. Equipment deliveries and priorities.
 12. Safety procedures.
 13. First aid.
 14. Security.
 15. Housekeeping.
 16. Working hours.

1.06 SUBMITTALS

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the interrelationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section 01 30 00, "Submittals and Product Substitutions."
- B. Staff Names: Within fifteen (15) days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

1.07 COORDINATION MEETINGS

- A. Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to regular progress meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.08 PROGRESS MEETINGS

- A. The Architect will conduct progress meetings at the Project site at regularly scheduled intervals. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: Notify each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities, to attend these meetings. Persons familiar with the Project and authorized to conclude matters relating to progress shall be represented.
- C. Agenda: Review and correction or approval of minutes of the previous progress meeting. Review of other items of significance that could affect progress. Topics for discussion that is appropriate to the current status of the Project.
 - 1. General Contractor's Construction Schedule: Prepare a written report including progress since the last meeting. Determine where each activity is in relation to the General Contractor's Construction Schedule, whether

on time or ahead or behind 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.

2. Review of present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Deliveries.
 - e. Off-site fabrication problems.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and services.
 - i. Hours of Work.
 - j. Hazards and risks.
 - k. Housekeeping.
 - l. Quality and Work standards.
 - m. Change Order Proposals.
 - n. Documentation of information for payment requests.

D. Reporting: The Architect will prepare and distribute copies of minutes of the meeting to Owner and General Contractor. General Contractor shall distribute copies to others that should be informed of decisions.

1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

3.02 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.

10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation,
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION 01 05 00

SECTION 01 30 00 - SUBMITTALS AND PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Mattabasset District Agreement, General Stipulations & Notice to Contractor is a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Schedule of Values.
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
- B. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- C. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Applications for payment.
 - 2. Insurance certificates.
 - 3. List of Subcontractors.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Within 15 days of the Contract award, submit to the Architect a comprehensive Submittals listing each item to be submitted and the date proposed to be submitted. Coordinate with the Architect in the preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

- a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - b. Coordinate transmittal of all submittals requiring color selection so that comprehensive selection can be processed.
3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
- a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the General Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on all submittals:
 - a. Name of item being submitted.
 - b. Number and title of appropriate Specification Section.
 - c. Drawing number and detail references, as appropriate.
 - d. Name of manufacturer.
 - e. Name, address and telephone number of supplier.
 - f. Bid Package number and name.
 - g. Project Name.
 - h. Date.
 - i. Name, address and telephone number of Contractor.
 - j. Name, address and telephone number of Subcontractor.
 - k. Name, address and telephone number of Architect.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

- D. Number of copies: Submit six (6) copies of all shop drawings and product data, of which three (3) will be returned to Contractor. Submit one (1) each of all samples.

1.4 DEFINITIONS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for “substitutions.” The following are not considered substitutions:
 - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The Contractor’s determination of and compliance with governing regulations and orders issued by governing authorities.

1.5 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Construction Managers Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Construction Managers construction schedule.
 - b. Application for Payment form.
 - c. List of subcontractors.
 - 2. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - 1. Forms: Use AIA Document G702 and Continuation Sheets G703, as the form for the Schedule of Values.
 - 2. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project number.
 - d. Contractor’s name and address.

- e. Date of submittal.
3. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Generic name.
 - b. Related Specification Section.
 - c. Change Orders (numbers) that have affected value.
 - d. Dollar value.
 - e. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
 5. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
 6. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. Show temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items in the Schedule of Values.

1.6 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates, patterns and similar full size Drawings, submit Shop Drawings on sheets at least 8 ½" x 11", but no larger than 30" x 42".
 7. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.7 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Submittals: Submit copies of each required submittal; submit additional copies where required for maintenance manuals.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 4. Distribution: Furnish copies of final submittal to Architect for distribution to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
 - a. Do not proceed with installation until an approved copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.8 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:

- a. Generic description of the sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
3. Preliminary submittals: Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
- a. Preliminary submittals will be reviewed with the Architect indicating selection or other action.
 - b. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, samples will not be returned, unless so requested in advance.
5. Maintain sets of returned samples, at the Project site, for quality comparisons throughout the course of construction.
- a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.9 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers, complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
3. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the General Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.

1.10 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 1. Compliance with specified characteristics is the Contractor's responsibility.

- B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked “Approved,” that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked “Approved as Corrected,” that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Returned for Resubmittal: When submittal is marked “Not Approved, Revise and Resubmit,” do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked “Not Approved, Revise and Resubmit” to be used at the Project site, or elsewhere where Work is in progress.
 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked “Action Not Required”.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Contractor’s substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an “or equal” clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the

- product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01 30 00

SECTION 02 07 00 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Mattabassett District Agreement, General Stipulations & Notice to Contractor is a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 SUMMARY

- A. This Section requires the selective removal and subsequent off-site disposal of the following:
 - 1. Portions of existing building elements indicated on drawings and as required to accommodate new construction.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

1.4 JOB CONDITIONS

- A. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.
- B. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Owner has right of first refusal for all salvaged items removed from the existing building and not required for the completed renovation. Owner to designate on-site location for storage of salvaged items for their use. Owner to transport salvaged items for their retention to an off-site location as required. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.
- C. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.

1. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 3. Protect floors with suitable coverings when necessary.
 4. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 5. Remove protections at completion of work.
- D. Damages: Promptly repair damages caused to adjacent surfaces by demolition work.
- E. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- F. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- G. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PREPARATION

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
 - 1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
 - 2. Cover and protect furniture, equipment, and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
 - 3. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.

3.2 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 - 1. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
 - 3. For interior concrete floor slabs, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.3 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.
 - 1. Burning of removed materials is not permitted on project site.

3.4 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02 07 00

SECTION 07 55 00 - MEMBRANE ROOFING, SHEET METAL, AND RELATED WORK

1.01 GENERAL

- A. The Mattabasset District Agreement, General Stipulations & Notice to Contractor is a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.02 SCOPE OF WORK

- A. This section includes all labor, materials, equipment and appliances required to complete the following work and related items as shown on the Drawings and in accordance with good roofing practice.
1. The removal and disposal of all existing roofing materials, including insulation, designated or required to be removed.
 2. The removal and disposal of all existing built-in metal flashing in preparation for the installation of new metal flashing as detailed on the drawings.
 3. The preparation of existing concrete and metal roof decks to receive new roofing as hereinafter specified.
 4. Single ply EPDM fully adhered membrane roofing on designated roof areas.
 5. Cover board, base layer insulation, tapered insulation and crickets.
 6. Membrane base flashing throughout.
 7. Flashing for vent piping.
 8. Steel sheet metal gravel stop / coping and miscellaneous forms.
 9. Copper flashing as detailed, designated or required.
 10. New wood blocking as indicated on the drawings.
 11. The resetting of all curb mounted equipment and devices to receive new base flashing and roofing.
 12. Roof accessories including; traffic pads. Provide traffic pad at all mechanical units and access points.

1.03 APPROVALS AND CERTIFICATES

- A. Examine and carefully review the Specifications and Drawings with the manufacturer of the materials and systems, and deliver the following written certificates prior to approval.
- B. Certificate from the roofing materials manufacturer that he has carefully reviewed and is in conformance with the Contract Documents as they are applicable to his roofing system that the roofing information and details indicated and specified, including flashing accessories, are acceptable and in conformance with his system.

- C. Prior to final payment, submit written certification in a form acceptable to the Owner, that all material and workmanship in connection with this Section has been furnished and installed in complete conformance with these Specifications and the approved manufacturer's requirements.

1.04 MEMBRANE ROOFING AND RELATED WORK

A. MATERIALS

1. Except as herein specified, materials shall conform to ASTM or Federal Specifications. All materials must be clearly labeled with all pertinent information. Materials delivered in bulk equipment shall be accompanied by a certification by the roofing system material manufacturer. All materials for use in membrane roofing, roof insulation, and flashing system, must be manufactured by, or approved by, the approved roofing material manufacturer for use in his system.
2. FULLY ADHERED EPDM ROOFING shall be Firestone Red Shield Warranty, with a twenty (20) year full No Dollar Limit (NDL) Guarantee as manufactured by Firestone Building Products, Indianapolis, IN. Thirty (30) year full No Dollar Limit (NDL) Guarantee as part of Alternate No. 1. An equivalent Carlisle Syntec Systems and or Johns Manville system will be considered acceptable equals.
3. MEMBRANE (Base Bid) shall be EPDM (Ethylene Propylene Diene Monomer), RubberGard Platinum .060 FR non-reinforced, fire rated compound elastomer, black, .090" thick, 10' x 100', or the largest sheet possible as determined by job conditions, as manufactured by Firestone Building Products, Indianapolis, IN.
- 3A. MEMBRANE (Alternate No. 1 - 30 Year Warranty) shall be EPDM (Ethylene Propylene Diene Monomer), RubberGard Platinum .090 FR non-reinforced, fire rated compound elastomer, black, .090" thick, 10' x 100', or the largest sheet possible as determined by job conditions, as manufactured by Firestone Building Products, Indianapolis, IN.
4. FLASHING shall be .060 QuickSeam Flashing semi-cured EPDM, and .060 QuickSeam FormFlash uncured EPDM as manufactured by Firestone Building Products, Indianapolis, IN.
5. COVER BOARD shall be 1/2" ISOGARD by Firestone Building Products, sheet size 4' x 8', supplied directly by Firestone for inclusion in warranty.
6. TAPERED INSULATION shall be polyisocyanurate foam, Firestone ISO 95+ GL, as manufactured by Firestone Building Products. Submit

detailed roof insulation plan for approval. Insulation to be tapered at 1/4" per linear foot with a minimum thickness of 1/2" at low point. Tapered insulation crickets to be tapered at 1/2" per linear foot, 1/4" in place. All boards, including fill to be 4' x 4' max.

7. ROOF INSULATION base layer flat stock shall be polyisocyanurate foam, Firestone ISO 95+ GL, as manufactured by Firestone Building Products, thickness as shown on the drawings, sheet size 4' x 8'.
8. FASTENERS and PLATES shall be specifically approved by Firestone Building Products. Contactor shall perform pull tests to confirm holding power as required by the specifications.
9. ADHESIVE for attachment to concrete roof decks shall be ISO Stick insulation adhesive adhesive, bead attachment, supplied directly by Firestone Building Products for inclusion in warranty.
10. BONDING ADHESIVE shall be compatible with materials to which the membrane is to be bonded, as manufactured by Firestone Building Products. Carefully note that non solvent based adhesives shall be used for roofing work performed between June 1 and August 31 of a particular year.
11. LAP CLEANER shall be Firestone QuickPrime Plus, as manufactured by Firestone Building Products.
12. SPLICING SYSTEM shall be Firestone QuickSeam, with 6" wide as required by manufacturer for specified warranty, as manufactured by Firestone Building Products.
13. LAP SEALANT shall be Firestone Lap Sealant, as manufactured by Firestone Building Products.
14. WATER BLOCK SEAL shall be compatible with materials with which it is used, as manufactured by Firestone Building Products.
15. QUICKSEAM PIPE FLASHING shall be compatible with materials with which it is used, as manufactured by Firestone Building Products.
16. NIGHT SEAL shall be compatible with materials with which it is used, as manufactured by Firestone Building Products.
17. POURABLE SEALER shall be compatible with materials with which it is used, as manufactured by Firestone Building Products.
18. NAILING STRIP shall be RPF securement strip, as manufactured by Firestone Building Products.

19. COPPER shall be 20 oz., cold rolled cornice temp. ASTM B-152. Submit samples for scupper, etc.
20. SOLDER shall be 50% virgin pig lead and 50% block tin, ASTM B-32.
21. FLUX shall be non-acid paste form.
22. ASPHALTIC PRIMER shall be conforming to ASTM D41-41.
23. STEEL SHEET METAL for gravel stop / fascias shall be 24 gauge, with 22 gauge continuous cleats Zinc-Coated Steel Sheet commercial quality carbon steel with minimum of 0.20% copper content complying with ASTM A 526; hot-dip galvanized to comply with ASTM A 525. Finish shall be full-strength Kynar 500 with 20-year warranty.
24. BASE SHEET for gypsum roof decks shall be MB Base Sheet, as manufactured by Firestone Building Products, Indianapolis, IN.
25. FASTENERS for attachment of MB Base Sheet shall be 1.7" LWC Base Ply Fastener, as manufactured by Firestone Building Products, Indianapolis, IN.

B. PROCEDURE AND SEQUENCE

1. Contractor will prosecute the work diligently and maintain a full crew of competent men on the job full time for each consecutive day that weather permits.
2. The Contractor shall remove only as much of the existing roof and flashing that can be replaced in each working day.
3. The Contractor will legally dispose of all removed material and all debris at the end of each working day.
4. On a daily basis, the Contractor will clean up the inside and the outside of the building, carefully removing all dirt, dust, debris, insulation, etc.

C. MEMBRANE ROOFING APPLICATION

1. GENERAL
 - a) Membrane roofing, cover board and tapered insulation will be applied over existing concrete and metal roof decks.
 - b) The entire roofing and insulation systems, once begun, shall be completed daily, including flashing.

- c) All Materials subject to damage by exposure to the weather shall be stored free off the ground or deck on pallets and, when not in use, shall be kept completely covered with watertight coverings to prevent the intrusion of moisture.
- d) The Contractor shall carefully examine the existing substrates prior to installing new roofing. Deterioration found in the roof deck substrates shall be immediately brought to the attention of the Architect. Any areas of the substrates judged to be unserviceable shall be replaced in accordance with the Allowance for this work included in the Base Bid.

3. APPLICATION OVER EXISTING CONCRETE DECK

- a) Remove existing roofing to concrete deck substrate. Thoroughly clean substrate of all debris, dust, loose scale, and any loosely attached residue. Deck is to be thoroughly hand broomed after removal of existing roofing, then blown free of all dust prior to application of low rise foam adhesive. Carefully note that the Contractor is responsible for all interior cleaning resulting from reroofing operations.
- b) Apply ISO Stick Insulation Adhesive over the prepared substrate at beads spaced 12" o.c. at a rate of 170-200 ft²/gal. After low rise foam has "kicked" and risen, and allowed manufacturer's prescribed open time, insulation boards into place, and walk in continuously to insure complete adhesion. Some boards may require relief cuts or kerfs to insure complete contact with adhesive and substrate. A 300 lbs pull test result must be achieved.
- c) Install over the base layer insulation second and subsequent layers of 4' x 4' insulation adhered in ISO Stick Insulation Adhesive, as outlined above. Only as much insulation will be applied as can be covered by a complete roofing membrane at day's end.
- d) Position EPDM membrane over prepared substrate without stretching, and allow membrane to relax approximately ½ hour before bonding. Fold membrane back so half of the underside of sheet is exposed. Sheet fold should be smooth without wrinkles. Lay out the adjoining sheets in the same manner, lapping the edges a min. 6", or as required for Splice System for specified warranty. Sheets should be laid out in an offset pattern, with a min. of 3 feet between adjacent end laps. Laps should be constructed with the upslope sheet overlapping the adjoining sheet in a shingle manner, to avoid any laps opposing natural drainage.

- e) Apply Bonding Adhesive evenly, without globs or puddles with a plastic core medium nap roller. Apply the Bonding Adhesive to both the membrane and the substrate to achieve continuous coating of both surfaces at a coverage rate of approximately 120 s.f. per gallon per each surface, or 60 s.f. per gallon per finished surface (both membrane + substrate). If a mechanical spreader or spray equipment is used to apply adhesive, adhesive should be back rolled after application to insure continuous mating. Allow adhesive to dry until it is tacky but will not string or stick to a dry finger touch. Caution: due to solvent flash off, condensation can form on freshly applied Bonding Adhesive if ambient temperature is near the dew point. If condensation develops, application of Bonding Adhesive should be discontinued, and after surfaces with adhesive applied already have dried, a thin freshener coat applied at ½ typical coverage rate. Roll the adhered membrane into the adhered substrate, avoiding wrinkles. Broom in the bonded half of the membrane with a soft push broom to insure maximum contact. Fold back the un-adhered half, and repeat the procedure.
- f) Secure all EPDM roof membrane at perimeters, inside angle changes, and penetrations with Firestone RPF securement strip. Fastening should be 12" o.c., with appropriate fastener for substrate secured to. Vertical attachment should be used on this project, to eliminate fastening through lightweight concrete and metal pan. RPF strip should be attached to vertical wall or curb, and must extend min. 3" onto horizontal substrate. Gaps between adjoining sections of RPF strip should not exceed 1". Refer to flashing specification and details.
- g) Remove all dirt, oil, water, and other contaminants from the surfaces to be spliced, using Firestone Splice Wash if significant contamination is apparent. Membrane should be positioned to allow a min. 6" overlay for standard 6" tape applications. When using Pre-Kleened EPDM membrane, apply QuickPrime Plus to both membrane mating surfaces with ½" medium nap paint roller, to achieve a thin, even coat. On projects with sheets wider than 10' where dusted EPDM sheets are used, remove all excess mica dust from sheet with clean natural fiber rag, and scrub membrane with Slice Wash prior to application of primer. Coverage rate is approximately 250 s.f. per gallon, equating to 300 lf of 3" tape lap. Caution: due to solvent flash-off, condensation may form on freshly applied Primer when ambient temperatures are near the dew point. If condensation is detected, discontinue application of Primer and Tape, after Primer dries, apply thin freshener coat of Primer, to the previously coated surface and apply Splice Tape when conditions allow. Unroll approximately 3' of Secur Tape,

and apply to bottom sheet using firm, even hand pressure. Continue for the length of the splice. Tape roll ends must be overlapped 1". Allow top sheet to rest on release film on back side of tape. Note: tape placement must obtain a 5 ½" lap, with min. 1/8" to max. of 1/2" tape extending beyond the splice edge. Pull release film from Splice Tape, and allow top sheet to fall freely onto exposed tape. Press top sheet onto tape, using firm, even hand pressure across the splice towards the splice edge. IMMEDIATELY roll the splice with a 2" wide steel roller, using positive pressure. Roll across the splice edge. Install a 6" wide section (corners rounded) of QuickSeam Pressure Sensitive Flashing at all field splice intersections (tee-laps), and seal the edges of the flashing with Lap Sealant.

- h) Use .060 cured EPDM membrane for all base flashings. Uncured Elastoform Flashing should only be used when it is necessary to form flashing around corners, pipe penetrations, other situations requiring three way angle changes. Cut the flashing material into the longest lengths practical to handle. The flashing material should be wide enough to provide the required splice width onto the roof surface beyond base membrane securement, and to reach flashing heights and terminations specified. Adhere flashings to typical substrates with 90-8-30 Bonding Adhesive, metal substrates with Adhesive, at a coverage rate of 60 s.f. per gallon of finished surface area (both surfaces). After 90-8-30A Bonding Adhesive has dried to the point it does not string or stick to a dry finger touch, roll the flashing material up the wall or curb, adhering it to the Bonding Adhesive on that substrate. Apply hand pressure immediately to insure complete contact, and apply pressure with 2" wide steel roller over the entire flashing surface. At corners, Pressure Sensitive Corners or uncured Elastoform flashing can be used. When fabricating at temps below 50° F., materials should be heated with a hot air gun as required to let materials conform to planar changes without significant stretching or gouging. Apply pressure to flashing surface with a 2" steel roller over the entire flashing surface, and stitch the material tight in areas where the sheet makes elevation changes. Lap all joints min. 4". Do not use Bonding Adhesive for laps. All cured membrane tee laps should be covered with a target patch of Pressure Sensitive Flashing, or uncured EPDM Elastoform. Top of flashing to be terminated to meet project details drawn, and meet all manufacturer's requirements for warranty specified.
- i) The installed system must comply in all respects with the Factory Mutual 1-90 design parameters for metal roof decks, and comply with UL Class A rating.

4. APPLICATION OVER EXISTING METAL DECK

- a) Remove existing roofing to metal deck substrate. Thoroughly clean substrate of all debris, dust, loose scale, and any loosely attached residue. Carefully note that the Contractor is responsible for all interior cleaning resulting from reroofing operations.
- b) Install the first and subsequent layers of insulation / recovery board (see drawings for thickness schedule) by mechanically fastening each sheet. Carefully note that it is the Contractors responsibility to verify location of existing conduits, cables, wires, equipment, etc., located below existing roof deck. Contractor shall adjust fastening pattern accordingly to avoid contact between fastener and existing conduits, cables, wires, equipment, etc. Perimeter roof insulation shall be fastened with a minimum of eighteen (20) fasteners per 4' x 8' insulation board. Corner roof insulation shall be fastened with a minimum of twenty two (22) fasteners per 4' x 8' insulation board. Insulation in the field of the roof shall be fastened with a minimum of sixteen (16) fasteners per 4' x 8' insulation board. Fastening pattern shall be as approved by the Architect and shall conform in all respects to Factory Mutual I-90 requirements, FM Construction Bulletin 1-28.
- c) For remainder of application see 3. APPLICATION OVER EXISTING CONCRETE DECK, subparagraph d) through i).

1.05 CARPENTRY

- A. MATERIALS: Blocking lumber shall be Hem-Fir No. 1 as detailed on the drawings.
- B. PRESERVATIVE TREATMENT: Preservative treatment shall be "Green Cuprinol" for all wood, plywood, nailer plates and blocking as detailed on the drawings. Wood must be treated with a preservative which will not react with asphalt. Oil based preservatives such as creosote are not acceptable.
- C. INSTALLATION: All blocking shall be erected true to lines, levels and dimensions, squared, aligned, plumbed, well spiked and nailed, and adequately braced. All wood blocking to be secured to existing structure shall be fastened with self-drilling, self-tapping screws at no more than 4'-0" o.c., or other approved fasteners that suit the job conditions. All wood blocking shall be installed in strict accordance with the latest edition of Factory Mutual (FM) Loss Prevention Data Bulletin 1-49.

1.06 SHEET METAL WORK

- A. WORKMANSHIP

1. Surfaces to be covered with sheet metal shall be cleaned of dirt, rubbish and other foreign material before sheet metal work is started. All projecting nails shall be driven flush.
 2. Edges of copper sheet metal to be soldered shall be tinned on both sides for a width of not less than 1½".
 3. Soldering shall be done with well-heated coppers to thoroughly heat sheet and completely sweat solder through full width of seam. When soldering copper, brush a liberal amount of flux into seam.
 4. All sheet metal work shall be of watertight and weather tight construction lines, arises and angles shall be sharp and true. Plane surfaces shall be free from waves and buckles.
 5. Copper shall be separated from other metal, except lead, by saturated fabric.
 6. Provide for thermal expansion of all exposed sheet metal work exceeding 15'-0" running length, except as otherwise indicated. Flashing and trim, 10'-0" maximum spacing, and located 2'-0" from corners and intersections. Ample provisions shall be made for expansion and contraction.
 7. Take special care in the fabrication, handling and installation of pre-finished work to avoid damage to finish. Remove protective film from each unit after installation. Touch up minor defects to match factory finish. Replace excessively damaged material as determined by Architect.
- B. METAL FLASHING shall be cold rolled copper 20 oz., or as noted on the drawings.
1. Exposed edges shall be doubled back ½" to conceal edge and provide stiffness.
 2. End joints shall be lapped 2" and soldered.
 3. Cap flashing is required in connection with base flashing at all intersections of pitched vertical or horizontal surfaces. Bottom edge to have ½" folded edge and overlap base flashing 2" minimum. Note all special flashing conditions as shown in details.
 4. Caulk all flashings set into masonry.
- C. STEEL SHEET COPING / FASCIA and miscellaneous forms shall be 24 gauge sheet metal , with 22 gauge continuous cleats Zinc-Coated Steel Sheet with Kynar 500 finish.

1. Set flange of gravel stop in full bead of mastic. Nail flange into wood blocking at 4" o.c. maximum, staggered. Prime surface to receive flashing.
2. All joints shall be lapped 4" over concealed splice plate with caulk.
3. Factory fabricate all metal components to the maximum extent possible. All trim and flashing, whether factory formed or not, shall exhibit clear, sharp, straight and uniform bends. Hem all exposed edges or flashings.
4. Form flashing components from full single width sheet. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.
5. Fabricate roofing and related sheet metal work in accordance with approved shop drawings and applicable standard.
6. Provide linear sheet metal items in minimum 10'-0" sections except as otherwise noted. From flashing using single pieces for the full width. Provide shop fabricated mitered and joined corners where required.
7. Back paint flashings with bituminous paint where expected to be in contact with dissimilar metals.

1.07 ROOF DRAINS

A. MATERIALS

1. ROOF DRAIN: Variants 1 & 2 shall be Zurn Z100 dura-coated cast iron body with extension, roof sump receiver and under neck clamp. Drain shall have combination membrane flashing clamp/gravel guard and low silhouette aluminum dome, or approved equal. Size new drain to match existing drain replaced. New drains in new location shall be 4".
2. ROOF DRAIN: Variants 3 shall be Zurn RD2150 replacement roof drain designed for renovation roof applications where existing roof drain bodies cannot be utilized. The RD2150 is designed to penetrate the old roof drain body, bonding securely to the inside of the drain pipe. The RD2150 is furnished with #16 gage Type 304 stainless steel body and neoprene gasket, complete with Dura-Coated cast iron clamp collar and dome with stainless steel hardware.
3. ROOF DRAIN PIPING: Cast Iron storm pipe and fittings, sized to match drain size.

4. PIPE HANGERS: Grinnel figure 260, or equal, support spacing 6' o.c. maximum.
5. PIPE INSULATION: 1" thick Johns-Manville or approved equal fiberglass insulation with factory applied GCVB vapor barrier jacket. Exposed piping in occupied rooms (classrooms, gym, etc.) shall have a 10 mil PVC covering applied over the insulation in such a manner as to provide a neat appearance.

B. ROOF DRAIN INSTALLATION

1. Replace all existing roof drains with new roof drains. Connect to existing roof drain system.
2. Accurately position and level new drain bowls. Flash all drains with minimum 30" square, 4-lb. lead sheet set in mastic. Prime top surface before flashing. Attached to drain flashing ring and make absolutely watertight with the roofing. Mechanically fasten sump pan to existing roof deck. Membrane plies, lead sheet, and flash-in plies must extend under clamping ring. Provide structural steel frames at new drain openings as detailed on the drawings.
3. Install new piping and hangars to connect new roof drains to existing storm water drain system. Pipe routing will be carefully coordinated with the Architect to minimize repairs to existing ceilings, walls and floors. The Contractor shall be responsible for the restoration of interior finishes, disturbed by this work, to match existing construction.
4. Insulate underside of all new roof drain bowls. Insulate all horizontal runs of new roof drain piping with 1" thick Johns-Manville or approved equal fiberglass insulation with factory-applied GCVB vapor barrier jacket.

C. CLEANING OF EXISTING DRAIN SYSTEM

1. This Contractor shall insure that all roof drains are free flowing prior to the start of the project. Drains that are not free flowing shall be cleaned utilizing power driven rotary cleaning devices. This Contractor shall be responsible for roof drain lines within the confines of the exterior perimeter of the building.

1.08 ROOF ACCESSORIES

A. TRAFFIC WALKWAY PADS

Provide and install where shown on the drawings Non-Porous Walkway Pads as manufactured by Firestone Building Products, consisting of a heavy duty button design, solid rubber pad. Walkway Pads shall be attached directly to the

membrane using QuickSeam, across both ends with one strip across width of walkpad in the middle. Walkway Pads shall be placed 2" apart to permit expansion and to allow for water drainage. The entire perimeter of each Walkway Pad shall be caulked with Lap Sealant.

1.09 RESETTING OF CURB-MOUNTED EQUIPMENT

- A. Curb-mounted exhaust fans and mechanical equipment shall be elevated on new curbs as detailed. If electrical and mechanical connections and/or extensions are required, they shall be included in the Base Bid.

1.10 REMOVAL OF RUBBISH

- A. The Subcontractors shall clean up their own waste periodically and legally dispose of it off the job site.
- B. Dust chutes shall be erected and used for removal of rubbish and debris.
- C. The Contractor and Subcontractor shall provide all necessary trash removal containers. The cost of rubbish removal and containers and their disposal shall be borne by the Contractor and or Subcontractor.

1.11 GUARANTEE

- A. This Contractor shall install this roof in strict accordance with the terms and requirements of Firestone Building Products NDL Red Shield Warranty. The Contractor shall provide Firestone Building Products NDL Red Shield Warranty to the Owner prior to final acceptance of this project by the Owner. Twenty (20) Year NDL Red Shield Warranty shall be provided as part of the Base Bid, and Thirty (30) Year NDL Red Shield Warranty as part of Alternate No. 1. Equivalent Carlisle Syntec Systems and or Johns Manville system will be considered acceptable equals.

END OF SECTION 07 55 00