

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
("RFB")**

FOR

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION
1 CRESCENT STREET
NORWALK, CONNECTICUT 06854
(RFB Number FY08-OP-011)**

**BID DUE DATE
March 28, 2008**

**Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722**

March 10, 2008

REQUEST FOR BIDS
For
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION
(RFB Number FY08-OP-011)

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
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**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 1
NOTICE TO CONTRACTORS
INVITATION TO BID**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. Among the facilities CRRA operates is the Norwalk Transfer Station located at 1 Crescent Street, Norwalk, Connecticut 06854.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the replacement of the approximately 8,000 square foot, low-slope roof at the Norwalk Transfer Station.

Request for Bid (“RFB”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Monday, March 10, 2008. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page.

There will be a mandatory pre-bid conference and tour of the site for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Norwalk Transfer Station, 1 Crescent Street, Norwalk, Connecticut 06854, at 10:30 a.m., Thursday, March 20, 2008.** Any prospective bidder intending to participate in the tour must contact George Carlson at (860) 757-7782 at least 24 hours in advance of the pre-bid conference and site tour.

Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 2:00 p.m., Friday, March 28, 2008. Bids received after the time and date set forth above shall be rejected. All bids shall remain open for sixty (90) days after the bid due date.

Bids will be opened publicly at 2:15 p.m., Friday, March 28, 2008 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722. Note that all information submitted by a bidder is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to George Carlson, Facilities Manager, by e-mail (gcarlson@crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 2:00 p.m., Friday, March 21, 2008. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Carlson.

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

REPLACEMENT OF THE LOW-SLOPE ROOF AT THE NORWALK TRANSFER STATION 1 CRESCENT STREET NORWALK, CONNECTICUT 06854

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1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. Among the facilities CRRA operates is The Norwalk Transfer Station at 1 Crescent Street, Norwalk, Connecticut 06854. CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto to replace the approximately 8,000 square foot, low-slope roof at the Norwalk Transfer Station.

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Monday, March 10, 2008
Pre-Bid Conference and Site Tour	Thursday, March 20, 2008
Deadline for Written Questions	Friday, March 21, 2008
Response to Written Questions	No Later Than Tuesday, March 25, 2008
Bids Due at CRRA	Friday, March 28, 2008
Public Bid Opening	Friday, March 28, 2008
Selection and Notice of Award Issued	Friday, April 25, 2008

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all bids and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

Bidders should be aware that it may take up to four weeks from the time the successful bidder returns the executed Agreements to CRRA and meets all of the other conditions specified in the Notice Of Award until CRRA issues to the successful bidder a Notice To Proceed with the work for which it has been selected.

3. Definitions

As used in this Instructions To Bidders and in other Contract Documents (as defined herein), the following terms shall have the meanings as set forth below:

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Replacement Of The Low-Slope Roof At The Norwalk Transfer Station Agreement (the "Agreement");
 - (2) RFB Package Documents (defined below)
 - (3) Addenda;
 - (4) Contractor's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder];

- (6) Notice To Proceed; and
 - (7) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful bidder of the work required for replacement of the low-slope roof at the Norwalk Transfer Station, in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 1 Crescent Street, Norwalk, Connecticut, upon which property CRRA operates the Norwalk Transfer Station.
- (g) **RFB Package Documents:**
1. Notice To Contractors – Invitation To Bid;
 2. Instructions To Bidders;
 3. Bid Bond Form;
 4. Bid Form;
 5. Bid Price Form;
 6. References Form;
 7. Background And Experience Form;
 8. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 9. Affidavit Of Third Party Fees;
 10. Certification Concerning Nondiscrimination;
 11. Background Questionnaire;
 12. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 13. Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder];
 14. Notice To Proceed; and
 15. Replacement Of The Low-Slope Roof At The Norwalk Transfer Station Agreement, including:
 - A. Parts And Labor Specifications;
 - B. Drawings;
 - C. Project Schedule;
 - D. Performance Bond/Letter Of Credit;

- E. Payment Bond;
- F. Prevailing Wage Bid Package;
- G. Schedule Of Prevailing Wages; and
- H. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.

- (h) **Site:** Those areas of the Property upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.

Terms used, but not defined, in this Instructions To Bidders shall have the same respective meanings assigned to such terms in the Agreement.

4. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Instructions To Bidders, during the period while the RFB process is active (i.e., from the date CRRA issues the RFB until the date the successful bidder accepts the Notice Of Award), contractors contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFB submission process. A contractor's RFB submission shall be rejected if any of the foregoing ex parte communications take place.

5. Scope Of Work

The Connecticut Resources Recovery Authority (CRRA) is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment, and incidentals thereto necessary to complete the replacement of the approximately 8,000 square foot, low-slope roof at the Norwalk Transfer Station. The work to be performed under this Agreement includes, but is not limited to, the following items:

- (a) Remove existing roof system to expose deck. Dispose of debris according to local, state and federal requirements.
- (b) Examine exposed metal decking. Repair/replace in kind where necessary.
- (c) Mechanically fasten one (1) layer of 1.8" Polyisocyanurate Insulation directly to metal deck using approved fasteners and fastening pattern.
- (d) Mop one (1) layer of ½" wood fiberboard directly over iso using Type III Hot Asphalt.
- (e) Install two (2) plies of HPR Type IV Glasfelt in shingle fashion using Type III Hot Asphalt.
- (f) Mop in one (1) ply of Stressply Plus 105 mil Smooth Surfaced Rubber Membrane. Set in Type III Hot Asphalt.

- (g) Flash one (1) ply of HPR Tribase Plus Base and one (1) ply of Stressply Plus 105 Mil Smooth Surfaced Rubber Modified Membrane set in Type III Hot Asphalt to all edges, units and roof top projections. Coat exposed flashing membrane with Garlabrite Non-Fibered Aluminum at a rate of 1/2 gallon per square. Two (2) coats required.
- (h) Install new edge metal and counterflashing using 0.040 aluminum per specification and detail drawings.
- (i) Flood coat and gravel roof surface using Black Knight Modified Coal Tar Pitch and 3/8 pea stone gravel per specification.

Specific instructions about how the above Work is to be performed are included in **Exhibit A** (Parts And Labor Specifications) of the Agreement. The Work is more particularly shown on certain drawings, which drawings are set forth in **Exhibit B** (Drawings) of the Agreement.

If a potential bidder feels that a conflict exists between what is considered good roofing practice and the parts and labor specifications specified in **Exhibit A** of the Agreement, the potential bidder must submit its objections in writing in the manner specified in Section 8 of this Instructions To Bidders.

6. Availability Of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Monday, March 10, 2008.

All of the documents are also available in PDF format beginning on the same date on the World Wide Web at:

<http://www.crra.org> under the "Business Opportunities" page, under the "RFB: Replacement Of The Low-Slope Roof At The Norwalk Transfer Station" heading.

All of the forms included in the documents are available for downloading in Microsoft Word format at CRRA's web site. CRRA encourages bidders to make use of the downloaded Word forms.

7. Mandatory Pre-Bid Conference And Site Tour

A mandatory pre-bid conference and tour of the Site for all prospective bidders will be conducted by CRRA staff at 10:30 a.m. on Thursday, March 20, 2008. Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the Site will not be allowed.

Prospective bidders should contact George Carlson at (860) 757-7782 at least 24 hours prior to the mandatory pre-bid conference and site tour to make arrangements for partici-

pating in the tour and for directions to the Site. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

8. Addenda And Interpretations

CRRA may issue Addenda to this bid package that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this bid package must be **submitted in writing to George Carlson, Facilities Manager, by e-mail (gcarlson@ crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 2:00 p.m. on Friday, March 21, 2008.**

In addition, if a potential bidder feels that a conflict exists between what is considered good roofing practice and the parts and labor specifications specified in **Exhibit A** of the Agreement, the potential bidder must submit its objections in writing in the same manner specified above.

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the bid package documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: Replacement Of The Low-Slope Roof At The Norwalk Transfer Station" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: Replacement Of The Low-Slope Roof At The Norwalk Transfer Station" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

Failure of any bidder to receive any such Addenda shall not relieve such bidder from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. **All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

9. Bid Submittal Procedures

Sealed bids shall be submitted no later than 2:00 p.m., Eastern Time, Friday, March 28, 2008 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: George Carlson. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original and two (2) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid Replacement Of The Low-Slope Roof At The Norwalk Transfer Station."

Bids shall remain open and subject to acceptance for ninety (90) days after the bid due date.

The terms and conditions of the Agreement (Section 15 of this RFB), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the bid due date.

10. Bid Security

Each bid shall be accompanied by a Bid Security. Any bid that does not contain a Bid Security or any bid that contains a Bid Security that does not comply with the following requirements shall be rejected as non-responsive.

10.1 Amount of Security

The Bid Security shall be in an amount equal to five percent (5%) of the amount of the bid.

10.2 Type of Security

The following are the acceptable forms of Bid Security:

- (a) A cashier's check;
- (b) A certified check; or
- (c) A bid bond in the form included in Section 3 of the RFB.

The Bid Security shall be made payable to CRRA.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in Section 3 of the RFB and such bid bond shall be executed and issued by a surety company acceptable to CRRA.

10.3 Disposition of Bid Security

The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement, furnished the required contract security and satisfied all

other conditions of the Notice of Award, including execution and submission of the Contractor Certification Concerning Gifts, whereupon such Bid Security will be returned.

If the successful bidder fails to execute and deliver the Agreement, furnish the required contract security, or satisfy all other conditions of the Notice Of Award within ten (10) days after the issuance of such Notice Of Award, CRRA may annul the Notice Of Award and the Bid Security of that bidder shall be forfeited.

The Bid Security of other bidders whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7th) day after the Effective Date of the Agreement or ninety (90) days after the bid due date, whereupon the Bid Security furnished by such bidders will be returned. Bid Security with bids that are not competitive will be returned within seven (7) days after the opening of such bids.

11. Bid Contents

Bids shall be submitted on forms provided by CRRA as part of this bid package, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

A bid must consist of the following and must be in the following order:

- (a) Title page, including the title of the project, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the bidder;
 - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to CRRA considering the terms and conditions outlined in the RFB and noting any technical exceptions taken thereto; and
 - (4) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 13.2 of this Instructions To Bidders);
- (c) Table of Contents;
- (d) Bid Security (cashier's check, certified check or bid bond) (see Section 10 of this Instructions To Bidders);

- (e) The Bid Form (Section 4 of this RFB), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement Section (Page 7);
- (f) The completed Bid Price Form (Section 5 of this RFB);
- (g) The completed References Form (Section 6 of this RFB);
- (h) The completed Background And Experience Form (Section 7 of this RFB);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of this RFB), with the Bidder's most recent EEO-1 data attached if the Bidder wishes such data to be considered in the evaluation of its Bid;
- (j) The completed Affidavit Of Third Party Fees form (Section 9 of this RFB) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (k) The completed Certification Concerning Nondiscrimination (Section 10 of this RFB), with the bidder's nondiscrimination policies and procedures attached;
- (l) The completed Bidder's Background Questionnaire (Section 11 of this RFB); and
- (m) A copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.

Bidders should not include in their bids other portions of the Bid Package Documents (e.g., this Instructions To Bidders or the Agreement).

A bidder may include additional information as an addendum/appendix to its bid if the bidder thinks that it will assist CRRA in evaluating the bidder's bid. A bidder should not include information that is not directly related to the subject matter of this solicitation.

12. Bid Opening

Bids will be opened publicly at 2:15 p.m., Friday, March 28, 2008, at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.

CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project.

13. Bid Evaluation

The award of the contract for the Work will be made, if at all, to the bidder whose evaluation by CRRA results in CRRA determining that such award to such bidder is in the best

interests of CRRA. **However, the selection of a bidder and the award of such contract, while anticipated, are not guaranteed.**

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

13.1 Evaluation Criteria

CRRA will base its evaluation of the bids on price, qualifications, demonstrated skill, ability and integrity of each bidder to perform the Work required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

13.2 Affirmative Action Evaluation Criteria

Bids will also be rated on the bidder's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));
- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 11(i) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 11(b) of this Instructions To Bidders).

14. Contract Award

If the contract is to be awarded, CRRA will issue to the successful bidder a Notice Of Award within ninety (90) days after the bid due date.

CRRA reserves the right to correct inaccurate awards resulting from CRRA's clerical errors. This may include, in extreme circumstances, revoking a Notice Of Award already made to a bidder and subsequently awarding the Notice of Award to another bidder. Such action by CRRA shall not constitute a breach of this RFB by CRRA since the Notice Of Award to the initial bidder is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial bidder.

15. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Bidder must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice of Award included in this RFB (see Attachment A to Section 13 of the RFB).

16. Prevailing Wage Requirements

The Work, regardless of which part or parts of the Work the successful bidder(s) is selected, will be subject to the Prevailing Wage provisions of the *Connecticut General Statutes*. (See Section 8.7 of the Agreement.) In particular, within 30 days of receiving the contract award, the successful Bidder must furnish proof to the Connecticut Labor Commissioner that all of its employees and apprentices performing manual labor on the Project will have completed a 10-hour Occupational Safety and Health Administration ("OSHA") construction safety and health course.

17. Bidder's Qualifications

CRRA may make any investigation deemed necessary to determine the ability of any bidder to perform the Work required. Each bidder shall furnish CRRA with all such information as may be required for this purpose.

18. Bid Preparation And Other Costs

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 3
BID BOND FORM**

BID/PROPOSAL BOND FORM

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

BIDDER/PROPOSER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

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OWNER (Name and Address):

Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, CT 06103-1722
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BID/PROPOSAL

DUE DATE:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	Replacement Of The Low-Slope Roof At The Norwalk Transfer Station 1 Crescent Street Norwalk, Connecticut 06854

BOND

BOND NUMBER:	
DATE <small>(Not later than Bid/Proposal Due Date):</small>	
PENAL SUM:	DOLLARS (\$ _____)

IN WITNESS WHEREOF, Surety and Bidder/Proposer, intending to be legally bound hereby, subject to the terms printed on Page 2 hereof, do each cause this Bid/Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER/PROPOSER

SURETY

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO BID/PROPOSAL BOND

1. Bidder/Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder/Proposer any difference between the total amount of Bidder's/Proposer's bid/proposal and the total amount of the bid/proposal of the next lowest, responsible and responsive bidder/proposer as determined by Owner for the Work/Service required by the Contract Documents, provided that:
 - 1.1 If there is no such next lowest, responsible and responsive bidder/proposer, and Owner does not abandon the Project, then Bidder/Proposer and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's/Proposer's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder/Proposer shall occur upon the failure of Bidder/Proposer to deliver within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payment bonds required by the Bid/Proposal Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's/Proposer's bid/proposal and bidder/proposer delivers within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payments bonds required by the Bid/Proposal Documents and Contract Documents, or
 - 3.2 All bids/proposals are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder/Proposer within the time specified in the Bid/Proposal Documents (or any extension thereof agreed to in writing by Bidder/Proposer and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder/Proposer and within 30 calendar days after receipt by Bidder/Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder/Proposer, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid/Proposal Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder/Proposer and Surety and in no case later than one year after Bid/Proposal Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder/Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 4
BID FORM**



BID FORM

PROJECT: Bridgeport
RFB NUMBER: FY08-OP-011
CONTRACT FOR: Replacement Of The Low-Slope Roof At The Norwalk Transfer Station
BIDS SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Bid Form (a “Bid”) shall have the same respective meanings assigned to such terms in the Contract Documents.

2. TERMS AND CONDITIONS

The undersigned (the “Bidder”) accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

3. BIDDER’S OBLIGATIONS

Bidder proposes and agrees, if this Bid is accepted by CRRA and CRRA issues a Notice Of Award to Bidder, to the following:

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement;
- (b) Within ten (10) days after the date that CRRA issues a Notice Of Award to the Bidder, to the following:

- (1) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
 - (2) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
 - (3) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
 - (4) Satisfy all other conditions of the Notice Of Award; and
- (c) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/ Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

4. BIDDER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Work submitted on its Bid Price Form.

5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in this RFB package relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site(s);
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work.

8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any bid or other submittal to CRRA in connection with this RFB.

9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;

- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to “opening” to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over CRRA.

11. BIDDER’S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

12. BIDDER’S WAIVER OF DAMAGES

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

13. BIDDER’S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA’s solicitation expressly acknowledges receipt of the State Elections Enforcement

Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 12 [SEEC Form 11] of the Contract Documents.

14. ATTACHMENTS

The following documents are attached hereto and made a part of this Bid:

- (a) The completed Bid Price Form;
- (b) The completed References Form;
- (c) The completed Background And Experience Form;
- (d) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (e) Affidavit Of Third Party Fees that has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (f) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (g) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (h) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

15. NOTICES

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

Bidder Name:	
Bidder Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

16. ADDITIONAL REPRESENTATION

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

AGREED TO AND SUBMITTED ON _____, 200__

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 5
BID PRICE FORM**



BID PRICE FORM

Bidder will complete the Work as specified in the Contract Documents for the replacement of the low-slope roof at the Norwalk Transfer Station for the lump sum bid price specified in the tables below.

The job is to be bid under the assumption that all work will be performed on a straight time basis. The bid must be based on material and standards of construction of the makes or types called for in the Contract Documents. Any use of alternate materials, which have not been pre-approved, will not be permitted.

1. BASE BID – REPLACE LOW SLOPE ROOF

Completed for the sum of:

\$	
(Use Numbers)	

(Use Words)	

Breakdown of Bid:

Labor	Materials
\$	\$
(Use Numbers)	

2. ALTERNATE #1 TO BASE BID – REMOVAL OF ASBESTOS IN FIELD AND FLASHING

Completed for the sum of:

<input type="checkbox"/>	Add	\$
<input type="checkbox"/>	Delete	
(Use Numbers)		

3. ALTERNATED #2 TO BASE BID – REMOVAL OF ASBESTOS IN FLASHING ONLY

Completed for the sum of:

<input type="checkbox"/>	Add	\$	
<input type="checkbox"/>	Delete		
		(Use Numbers)	

4. UNIT PRICE FOR ADDITIONS TO AGREEMENT

Replace Damaged Metal Decking in kind:	\$	/Sq. Ft.
Replace Damaged Wood Blocking:	\$	/Lin. Ft.
(Use Numbers)		

5. AFFIRMATION

Bidder affirms that the total bid price in Section 1 represents the entire cost to complete the Work in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this Project, and that each and every such claim is hereby expressly waived by Bidder.

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Type/Print):	
Title:	
Date:	

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 6
REFERENCES FORM**



REFERENCES FORM

In space below, provide the names of three (3) references who can attest to the quality of work performed/services provided by Bidder/Proposer/Firm. Include job title, affiliation, address, phone number and a brief description of the work performed/services provided for each reference.

REFERENCE 1

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 2

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 3

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 7
BACKGROUND AND EXPERIENCE FORM**



BACKGROUND AND EXPERIENCE FORM

In the space below, summarize work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder/proposer/firm and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer/firm.

[Attach Additional Pages If Necessary]

[Empty rectangular box for providing background and experience information]

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

SECTION 8

**QUESTIONNAIRE CONCERNING AFFIRMATIVE
ACTION, SMALL BUSINESS CONTRACTORS
AND OCCUPATIONAL HEALTH AND SAFETY**



QUESTIONNAIRE CONCERNING AFFIRMATIVE ACTION, SMALL BUSINESS CONTRACTORS AND OCCUPATIONAL HEALTH AND SAFETY

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder, Proposer or Statement of Qualifications Submitter, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DAS as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DAS as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

LIST OF ACRONYMS

RCSA	–	Regulations of Connecticut State Agencies
CHRO	–	State of Connecticut Commission on Human Rights and Opportunities
DAS	–	State of Connecticut Department of Administrative Services
MWDP	–	Minority/Women/Disabled Person

FOOTNOTE

- ¹ If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds \$50,000.00 in any fiscal year, and the Contractor has 50 or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

Contractor must meet all of the following criteria to qualify as a Small Contractor:

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

SCHEDULE B CRITERIA FOR A MINORITY/WOMAN/DISABLED PERSON BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority/Woman/Disabled Person Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Contractor;
2. 51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;
3. The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,
4. The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

CONNECTICUT GENERAL STATUTES SECTION 32-9n

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, minority means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 9
AFFIDAVIT OF THIRD PARTY FEES**



**AFFIDAVIT OF THIRD PARTY FEES
(Form A2)**

This Affidavit must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor"). The purpose of this Affidavit is to ascertain if the Contractor has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Contractor should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Contractor's subcontractors, if any, are not considered third parties.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. The Contractor seeks to enter into the Replacement Of The Low-Slope Roof At The Norwalk Transfer Station Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the Agreement are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation AND Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee ¹

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee arrangement described above (if any), complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



**ADDENDUM TO
AFFIDAVIT OF THIRD PARTY FEES
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

Attach additional pages as necessary.

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 10
CERTIFICATION CONCERNING
NONDISCRIMINATION**



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

This certification must be executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor") regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Contractor"), hereby certify that:

1. Contractor seeks to enter into the Replacement Of The Low-Slope Roof At The Norwalk Transfer Station Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Contractor will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Contractor; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this

_____ day of _____ 200 _____

By (Signature): _____

Name (Print): _____

Title: _____

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 11
BACKGROUND QUESTIONNAIRE**



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

Please answer the following questions by placing an "X" in the appropriate box.

	Yes	No
<p>1. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Contractor has an ownership interest in excess of 50% in such entity ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Contractor has an ownership interest in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p><i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

SECTION 12

**SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 13
NOTICE OF AWARD**



NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Bridgeport

RFB NO.: FY08-OP-011

CONTRACT: Replacement Of The Low-Slope Roof At The Norwalk Transfer Station

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the Replacement Of The Low-Slope Roof At The Norwalk Transfer Station Agreement (the "Work").

You are hereby notified that your Bid has been accepted of the Work. The amount of the award for the Work is \$[CONTRACT PRICE].

Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA;
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA the requisite security for faithful performance;
- (e) Deliver to CRRA all other Contract Documents attached to the Notice Of Award;
and
- (f) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA.

Dated this [DAY] day of [MONTH], [YEAR].

Connecticut Resources Recovery Authority

By: _____
[NAME OF CRRA OFFICIAL]
Title: [TITLE OF CRRA OFFICIAL]

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 200_.

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTORS CERTIFICATION CONCERNING
GIFTS**



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the Replacement Of The Low-Slope Roof At The Norwalk Transfer Station Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/firm for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between January 1, 2008 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Michael Tracey, Director of Operations
George Carlson, Facilities Manager

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that

he/she is the _____ (Title) of

_____ (Firm Name), the Contractor

herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiancé or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 14
NOTICE TO PROCEED**



NOTICE TO PROCEED

TO: [NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Bridgeport

CONTRACT NO.: [TO BE ADDED LATER BY CRRA]

CONTRACT: Replacement Of The Low-Slope Roof At The Norwalk Transfer Station

You are hereby notified to commence the Work related to replacement of the low-slope roof at the Norwalk transfer Station in accordance with the Agreement, dated [DATE OF AGREEMENT], and that the Contract Time under the Agreement will commence to run on [DATE CONTRACT TIME STARTS]. By this date, you are to start performing the Work required by the Contract Documents. Pursuant to the Agreement, the date for completing all of the Work and having such Work ready for CRRA's acceptance is as follows:

Completion Date: [COMPLETION DATE]

You are required to acknowledge your receipt of this Notice To Proceed by signing below and returning such receipted Notice To Proceed to CRRA.

Dated this [DAY] day of [MONTH], [YEAR].

Connecticut Resources Recovery Authority

By:

[NAME OF CRRA OFFICIAL]

Title:

[TITLE OF CRRA OFFICIAL]

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 200_.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR BIDS
FOR
REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION**

**SECTION 15
REPLACEMENT OF THE LOW-SLOPE ROOF AT
THE NORWALK TRANSFER STATION
AGREEMENT**

REPLACEMENT OF THE LOW-SLOPE ROOF AT THE NORWALK TRANSFER STATION AGREEMENT

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THIS REPLACEMENT OF THE LOW-SLOPE ROOF AT THE NORWALK TRANSFER STATION AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2008 by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter “CRRA” or “Owner”) and [**NAME OF CONTRACTOR**], having its principal offices at [ADDRESS OF CONTRACTOR] (hereinafter “Contractor”).

PRELIMINARY STATEMENT

WHEREAS CRRA leases a certain parcel of real property located at 1 Crescent Street, in Norwalk, Connecticut (the “Property”), upon which property CRRA operates the Norwalk Transfer Station (the “Facility”).

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order for Contractor to replace the low-slope roof at the Facility within the boundaries of the Property, and other related work, in accordance with the Contract Documents (the “Project”).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Acceptance Date”** means the date on which CRRA determines that the Work (as defined herein) has been completed by Contractor in accordance with the Contract Documents.
- (c) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), RFB Package Documents, Addenda, Contractor’s bid (including all documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award, the Notice To Proceed (as defined herein), the Bonds (as defined herein), the Plans (as defined herein), any written amend-

ments to any of the Contract Documents and any change order issued pursuant to the Contract Documents.

- (d) **“Contract Time”** means the number of days or the date, as set forth in **Exhibit C** of this Agreement, to perform and complete the Work and have such Work ready for CRRA’s acceptance.
- (e) **“Effective Date”** means the date set forth above in this Agreement.
- (f) **“Engineer”** means a dully authorized agent of CRRA.
- (g) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (h) **“Notice Of Award”** means written notification from CRRA to the apparent successful bidder which states that CRRA has accepted such bidder’s bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (i) **“Owner”** means CRRA.
- (j) **“Owner’s Designee”** or **“Owner’s Representative”** means Engineer or the duly authorized representative of the primary material manufacturer.
- (k) **“Site”** means those areas of the Property upon which the Work is to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation

required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;

- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Sub-section;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

2. SCOPE OF WORK

2.1 Contractor’s Responsibilities

Contractor shall be responsible for:

- (a) Replacing the low-slope roof at the Facility;
- (b) Performing all other work required for the Project, all of which is in accordance with and as required by the Contract Documents, including but not limited to, the parts and labor specifications set forth in **Exhibit A** attached hereto and made a part hereof (the “Parts And Labor Specifications”) and the drawings set forth in **Exhibit B** attached hereto and made a part hereof (the “Drawings”);
- (c) Furnishing all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to the Project and the performance and completion of the Work (as hereinafter defined);
- (d) Restoring any part of the Property, the improvements thereon, including but not limited to any access roads, or the Work (as hereinafter defined) that require restoration pursuant to the terms and conditions in Section 4.4 hereof; and
- (e) Making all required notifications and obtaining all local, state, and federal permits and approvals necessary for the completion of the Work.

Items (a) through (e) above are hereinafter collectively referred to as the “Work.”

2.2 Performance and Completion of Work

All Work shall be performed and completed by Contractor in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA or Engineer to Contractor;
- (b) The Contract Documents;
- (c) Sound practices for replacing low-slope roofs;
- (d) The highest industry standards applicable to Contractor and its performance of the Work hereunder;
- (e) The schedule for the Work set forth in **Exhibit C** attached hereto and made a part hereof; and
- (f) All Laws And Regulations.

Items (a) through (f) above are hereinafter collectively referred to as the “Standards.”

Contractor shall obtain any locally required building or other permits required for the Work, and Contractor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Work.

2.3 CRRA’s Responsibilities

CRRA and/or its Engineer shall be responsible for administering this Agreement, accepting the Work that is performed and completed by Contractor in accordance with the Contract Documents, and receiving and paying invoices for such Work.

2.4 Direction of Work

CRRA and/or its Engineer may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor’s performance of the Work hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Work, proceed to any or all remaining phases of the Work. If CRRA determines that Contractor shall not proceed with the remaining Work, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.5 CRRA’s Inspection Rights

Contractor’s performance of the Work hereunder, as well as Contractor’s work products resulting from such performance, are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If, after any such inspection, CRRA is unsatisfied with Contractor’s per-

formance of the Work hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any Contract Time for the remaining Work. For purpose of this Section 2.5, CRRA shall mean CRRA and/or its authorized agents, including but not limited to Engineer.

2.6 Access

CRRA hereby grants to Contractor, during such times as directed by CRRA and/or its Engineer, access to only those areas of the Property necessary for Contractor to perform the Work hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted on the Property by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA and/or its Engineer on such access and Contractor's storage of any equipment or materials on the Property; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with any of the foregoing conditions of access.

2.7 Change in Scope of Work

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the scope of Work as set forth in Section 2.1 hereof, then pursuant to CRRA's request, Contractor shall promptly commence and perform the work required for such revisions, modifications or changes, which work shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Contract Price and/or the Contract Time is required as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that the schedule of values (including the unit prices set forth therein) approved by CRRA for the Project, to the extent applicable, shall be used to determine the appropriate increase or decrease in the quantity or cost of the materials or Work necessitated by such revisions, modifications or changes. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s).

2.8 Site and Subsurface Conditions

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Site are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor ac-

knowledges and agrees that CRRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Site and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Work to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Work can be performed, furnished and completed in accordance with the Contract Time, the Contract Price and the other terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Site differs from conditions encountered by Contractor during performance of the Work, there shall be no increase in the Contract Price and/or no extension of the Contract Time as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees in writing to such increase and/or extension.

2.9 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any report or other work product prepared by Contractor in connection with the performance of the Work hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA.

2.10 Books and Records

Contractor shall maintain proper books and records containing complete and correct information on all Work performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA has the right to inspect and review all such books and records during Contractor's business hours.

2.11 Status of Contractor

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Work for CRRA hereunder and that Contractor shall perform such Work in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an

agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and an independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

2.12 Subcontractors

Contractor shall consult with CRRA before hiring any subcontractors to perform any Work hereunder. Contractor shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor thereunder or under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Contractor's subcontracts with its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

2.13 Contractor's Employees

All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of CRRA.

2.14 Mechanic's Liens

Contractor shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Site or any part thereof. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any Work hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Work hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

3. COMPENSATION AND PAYMENT

3.1 Compensation

The total amount of compensation to be paid to Contractor by CRRA for the Work hereunder shall not exceed [AMOUNT OF CONTRACT] Dollars ([\$NUMBER]) (the "Contract Price"), which Contract Price shall be payable as set forth in Section 3.2 below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Work to be performed by Contractor hereunder and includes all expenses and costs to be incurred by Contractor in performing such Work.

3.2 Payment Procedure

Within ten (10) days after the end of each month during the term hereof Contractor shall submit to CRRA a written request for payment for all the Work completed by Contractor during such month. Each written request for payment shall be submitted on AIA Forms G702 and G703, or their equivalent, and in accordance with the General Requirements, and each such request shall include the name of the Project, the contract number, and all of the other information and documentation required by the General Requirements. Contractor may submit a written request for payment for materials, but such request shall only be submitted after the materials have been delivered to the job-site, which delivery shall not to be made until Contractor is ready to begin on-site work on the Project.

If CRRA determines in its sole and absolute discretion that the Work for which Contractor is requesting payment has been properly performed and completed in conformance with the Standards, Contractor is not in default hereunder and CRRA does not dispute the amount of the payment requested, then CRRA shall pay Contractor ninety-five (95%) percent of the amount requested (the "Authorized Percentage Sum") within thirty (30) days after CRRA's receipt of such written request, and CRRA shall withhold the remaining five (5%) percent of such amount as retainage ("Retainage"). If, however, CRRA determines that any of the Work for which Contractor has requested payment is not in conformance with the Standards, then CRRA may in its sole and absolute discretion also withhold all or a portion of the Authorized Percentage Sum, and Contractor shall, if requested by CRRA, immediately take, at Contractor's sole cost and expense, all action necessary to render such Work in conformance with the Standards. CRRA shall have no obligation under this Agreement to pay for any Work that CRRA determines has not been performed and/or completed in conformance with the Standards. Within ten (10) days after the Acceptance Date, Contractor shall submit to CRRA a written request for payment of all Retainage, and, provided Contractor is not in default hereunder and CRRA does not dispute the amount of such requested payment, CRRA shall pay Contractor such Retainage within thirty (30) days after CRRA's receipt of such written request. CRRA shall have no obligation to pay Contractor any amounts due Contractor under this Agreement if Contractor is in default hereunder.

3.3 Accounting Obligations

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Work pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

3.4 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Work to be performed hereunder by Contractor, or any of Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.4 and Contractor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

3.5 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes*, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this Bid.

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services ("DRS") and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this Bid, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut

Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Bid.

Contractor and CRRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor's status as an independent contractor, but without limiting Contractor's obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of CRRA, and with funds provided as reimbursement therefor by CRRA.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on the first anniversary of the Acceptance Date.

4.2 Time is of the Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Work hereunder. Accordingly, upon CRRA's issuance to Contractor of a notice to proceed with the Work (the "Notice To Proceed"), which Notice To Proceed shall be issued after the parties hereto receive all of the local, state and federal permits required for the Work hereunder, Contractor shall immediately commence performance of the Work and continue to perform the same during the term of this Agreement in accordance with the schedule set forth in attached **Exhibit C** in order to complete all of the Work and have such Work ready for CRRA's acceptance at the end of the number of days specified in **Exhibit C** following the issuance of such Notice To Proceed (the "Completion Date").

CRRA and Contractor recognize the difficulties involved in proving actual damages and losses suffered by CRRA if the Work is not completed and ready for CRRA's acceptance by the Completion Date. Accordingly, instead of requiring any such proof, CRRA and Contractor agree that as liquidated damages for any such delay in completion or readiness for acceptance (but not as a penalty) Contractor shall pay CRRA one hundred dollars (\$100.00) for each calendar day beyond the Completion Date that Contractor fails to complete all of the Work or have the same ready for CRRA's acceptance until all such Work is completed by Contractor and readied by Contractor for acceptance by CRRA.

4.3 Termination

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA,

Contractor shall immediately cease performance of all Work, unless otherwise directed in writing by CRRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment from the Property, restore any part of the Property, any of the improvements located or to be located thereon, including but not limited to any access roads, or any of the Work that requires restoration pursuant to the terms and conditions of Section 4.4 hereof. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Contractor for all Work performed and completed by Contractor prior to the termination date, provided:
 - (1) Such Work has been performed and completed by Contractor in conformance with the Standards;
 - (2) Payment for such Work has not been previously made or is not disputed by CRRA;
 - (3) Contractor is not in default hereunder; and,
 - (4) Contractor has performed and completed all its obligations under this Section 4.3 and Section 4.4 hereof to CRRA's satisfaction, and
- (a) CRRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Contractor in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

4.4 Restoration

Unless otherwise directed in writing by CRRA, Contractor shall:

- (a) Restore any part of the Property or any of the improvements located or to be located thereon, other than those areas of the Property or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and
- (b) Restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by CRRA.

5. INDEMNIFICATION

5.1 Contractor's Indemnity

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses,

judgments, liability, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

5.2 Workmanship and Materials Warranty; Other Warranties and Guarantees

For a period of two (2) years following the Acceptance Date (the "Warranty Period"), Contractor warrants the workmanship, equipment, and materials furnished under this Agreement for the Project against defects. If during or at the end of the Warranty Period, CRRA determines that any of such workmanship, equipment or materials is or has become defective, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment or materials required under this Section 5.2 must be approved by CRRA before Contractor may commence performance of such repairs or replacements, and all such repairs or replacements shall be performed by Contractor in accordance with all applicable Standards. In connection therewith Contractor shall obtain all warranties and guarantees for all material and equipment furnished hereunder by Contractor that are assignable to CRRA. Contractor shall assign such warranties and guarantees to CRRA upon the Acceptance Date. Contractor's obligations under this Section 5.2 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Required Insurance

Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than three million dollars (\$3,000,000) each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).

- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than one million dollars (\$1,000,000) each accident for bodily injury by accident or one million dollars (\$1,000,000) for each employee for bodily injury by disease.
- (d) Contractor's Pollution Liability with a limit of not less than one million dollars (\$1,000,000).
- (e) Contractor's Property and Equipment insurance covering one hundred percent (100%) of the actual cash value of all equipment owned and/or leased for or by Contractor for this Project.

6.2 Certificates

Within five (5) days after CRRA issues the Notice Of Award, and prior to commencement of activities on site, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

6.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance/employers' liability insurance, contractor's pollution liability or contractor's property and equipment insurance);
- (b) Include a standard severability of interest clause;
- (c) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
- (d) Contain a waiver of subrogation holding CRRA free and harmless from all subrogation rights of the insurer; and

- (e) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

6.4 Issuing Companies

All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

6.5 Contractor's Subcontractors

Contractor shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Contractor is required to procure and maintain under this Agreement.

6.6 No Limitation on Liability

No provision of this Article 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

6.7 Other Conditions

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

7. SECURITY FOR FAITHFUL PERFORMANCE

7.1 Required Security

Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following:

- (a) A performance bond or letter of credit (the "Performance Bond" or the "Letter Of Credit") in the full amount of the Contract Price and such Performance Bond or Letter Of Credit shall be in and drawn on the forms set forth in **Exhibit D** attached hereto and made a part hereof; and

- (b) A payment bond (the “Payment Bond”) in the full amount of the Contract Price and such Construction Payment Bond shall be in and drawn on the form set forth in Exhibit E attached hereto and made a part hereof.

7.2 Submission Of Security

Within ten (10) days after CRRA issues the Notice of Award, Contractor shall furnish CRRA with the following:

- (a) The Performance Bond or the Letter Of Credit; and
- (b) The Payment Bond.

7.3 Specific Requirements – Performance Bond and Payment Bond

If the surety on the Performance Bond and/or the Payment Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Performance Bond and/or the Payment Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Article 7.

7.4 Specific Requirements – Letter Of Credit

The Letter Of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Letter Of Credit, Contractor notifies CRRA by registered mail that the issuer of the Letter Of Credit elects not to renew such Letter Of Credit. If the issuer of the Letter Of Credit furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Letter Of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit (or bond) and surety, subject to the requirements set forth in this Section 7.

7.5 Failure To Maintain The Security

Failure to maintain or renew the Performance Bond, the Letter Of Credit and/or the Payment Bond under the aforesaid terms shall constitute a default by Contractor of this Agreement.

7.6 Exercise Of Rights And Remedies

In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA’s rights and remedies under the Performance Bond, the Letter Of Credit and the Payment Bond.

7.7 Issuing Companies

The Performance Bond and the Payment Bond shall be issued and executed by a surety company or companies acceptable to CRRA. The Letter Of Credit shall be issued and executed by a Connecticut Bank or by a national banking association acceptable to CRRA.

8. MISCELLANEOUS

8.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Work for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved;
- (c) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and

- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

8.2 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

8.3 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

8.4 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

8.5 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

8.6 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

8.7 Prevailing Wages

Contractor hereby represents that the Contractor's Wage Certification Form, as executed by Contractor and attached hereto as part of **Exhibit F**, which Exhibit in its entirety is made a part hereof, has been submitted by Contractor to the State of Connecticut's Department of Labor for Contractor's performance of the Work. Contractor shall pay wages on an hourly basis to any mechanic, laborer or workman employed upon the Work herein and the amount of payment or contribution paid or payable on behalf of each such employee to an employee welfare fund, as defined in *Connecticut General Statutes* § 31-53(h), at rates equal to the rates customary or prevailing for the same work in the same trade or occupation in the town in which the Work is being conducted, which rates are more specifically set forth in **Exhibit G** attached hereto and made a part hereof. If Contractor is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund, Contractor shall pay to each employee as part of his or her wages the amount of payment or contribution for his or her classification on each payday. Contractor shall keep, maintain and preserve records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer, or workman under this Agreement is employed during each work day and week in such manner and form as the labor commissioner establishes to assure the proper payments due to such employees or employee welfare funds under *Connecticut General Statutes* §§ 31-53 and 31-54. Pursuant to *Connecticut General Statutes* § 31-53(f), Contractor shall complete and submit to CRRRA on a weekly basis during the term of this Agreement and any extension thereof the payroll certification forms also set forth in **Exhibit F**. Contractor hereby represents and covenants that it is not now, and has not been for at least three (3) years previous to the date of this Agreement, listed by the labor commissioner as a person who has violated laws and regulations relating to prevailing wages.

8.8 Campaign Contribution And Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit H** [SEEC Form 11].

8.9 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: George Carlson

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President

(d) If to Contractor:

Attention: _____

8.10 Benefit and Burden

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

8.11 Severability

CRRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

8.12 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

CONTRACTOR

By: _____
Its
Duly Authorized

EXHIBIT A

To

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION AGREEMENT
PARTS AND LABOR SPECIFICATIONS**

PARTS AND LABOR SPECIFICATIONS

CRRA operates Norwalk Transfer Station is located at 1 Crescent Street, Norwalk, Connecticut. CRRA desires to replace the approximately 8,000 square foot, low slope roof at the Norwalk Transfer Station. The Contractor shall complete the following Scope of Work pursuant to the Contract Documents and the Parts And Labor Specifications contained herein.

The scope of work, without limiting the generality thereof, consists of furnishing all labor, materials, equipment and performing all operations in connections with roofing per attached specifications and drawings.

1. SCOPE OF WORK - ROOF REPLACEMENT

- (a) Remove existing roof system to expose deck. Dispose of debris according to local, state and federal requirements.
- (b) Examine exposed metal decking. Repair/replace in kind where necessary.
- (c) Mechanically fasten one (1) layer of 1.8" Polyisocyanurate Insulation directly to metal deck using approved fasteners and fastening pattern.
- (d) Mop one (1) layer of 1/2" wood fiberboard directly over iso using Type III Hot Asphalt.
- (e) Install two (2) plies of HPR Type IV Glasfelt in shingle fashion using Type III Hot Asphalt.
- (f) Mop in one (1) ply of Stressply Plus 105 Mil Smooth Surfaced Rubber Membrane. Set in Type III hot asphalt.
- (g) Flash one (1) ply of HPR Tribase Plus Base and one (1) ply of Stressply Plus 105 Mil Smooth Surfaced Rubber Modified Membrane set in Type III Hot Asphalt to all edges, units and roof top projections. Coat exposed flashing membrane with Garlabrite non-fibred aluminum at a rate of 1/2 gallon per square. Two (2) coats required.
- (h) Install new edge metal and counterflashing using 0.040 aluminum per specification and detail drawings.
- (i) Flood coat and gravel roof surface using Black Knight Modified Coal Tar Pitch and 3/8 peastone gravel per specification.

2. ATTACHMENTS AND SPECIFICATIONS

The following specifications are attached.

Section 07100 – General Requirements

Section 06100 – Rough Carpentry

Section 07220 – Roof Deck and Insulation

Section 07550 – Modified Bituminous Membrane Roofing

Section 07565 – Preparation for Re-Roofing

Section 07600 – Flashing and Sheet Metal

Section 15100 – Temporary Mechanical

Section 16100 – Temporary Electrical

SECTION 07100

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 Definitions

- A. Unless otherwise defined herein, all terms that are not defined and used in this Parts And Labor Specifications shall have the same respective meanings assigned to such terms in the Contract Documents.
- B. The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.

1.2 Owner's Representative Status

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.3 Verification Of Dimensions And Elevations

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of its sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.4 Protection Of Owner's Operations

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings

that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.5 Protection Of Work And Property

- A. The Contractor shall maintain adequate protection of all its work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. The Contractor shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and the Contractor's workmen from any dangers inherent with or created by the work in progress. The Contractor shall hold the Owner harmless from any loss arising due to injury or accident to the public or the Contractor's workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.
- B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.6 Material Storage And Clean-Up

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange its material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove its debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- C. Materials must be delivered with manufacturer's label in tact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against

weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.7 Inspection Of Work

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be born by the Owner.

1.8 Inspection Of Work In Progress And Upon Completion

- A. If directed by the Owner's Representative, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at its own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner's Representative.
- C. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- D. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- E. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.

- F. The authorized Owner's Representative shall be responsible for:
1. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;
 2. Calling to the attention of the Contractor those matters the Owner's Representative considers to be in violation of the contract requirements;
 3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
 5. Supervising the taking of test cuts, and the restoration of such areas;
 6. Rendering any other inspection services which the Owner may designate; and
 7. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- G. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of its contractual responsibilities.

1.9 Miscellaneous Utilities

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of its work.
- D. Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

1.10 Changes Or Extra Work

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as

may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:

1. By firm price adjustment;
 2. By cost plus with a guaranteed maximum;
 3. By cost with a fixed fee; or
 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in its proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of the each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

1.11 Correction Of Work Prior To Final Payment

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.12 Correction Of Work After Final Payment

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

1.13 Deduction For Uncorrected Work

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon

therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor its ability for correcting them, and damage caused by them.

1.14 Liens

- A. The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this Agreement or in lieu thereof, receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may, at its option, furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and, in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.15 Job Conditions

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- B. There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with its personnel.
- C. The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces. Specific locations will be discussed at the pre-bid conference.
- D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that become wet or damaged must be removed from the job-site and replaced at the Contractor's expense.
- E. Asphalt Kettle: Placement of the kettle shall be in a position so as not to interfere with the ongoing operations of the Owner. The asphalt to be used must be placed on a protective covering of some type until it is raised to the roof. A minimum of two (2) fire extinguishers and "Fire Out" must be adjacent to the kettle.

- F. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- G. **No drugs or alcoholic beverages are permitted on the grounds.**
- H. The Contractor shall place necessary barriers and/or protection around or under all work areas where its operations involve risk of injury to plant personnel.
- I. The Contractor will protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- J. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- K. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- L. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method or material which does not adequately protect roofing materials.
- M. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- N. Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored and at the Contractor's expense.
- O. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- P. The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.
- Q. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

1.16 Workmanship

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.17 Insulation

- A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back ½" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.
- B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

1.18 Roof Deck

- A. Contractor shall notify the Owner or Owner's Representative of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

1.19 Safety

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

1.20 Work Hours And Days

- A. When the bid is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building.

1.21 Compliance With Laws

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.22 Owner's Rules

- A. The Contractor and all its personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.
- B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of its employees as well as the building personnel.

1.23 Safety And Ecology

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A.).

1.24 Warranty

- A. A written warranty which will commence from date of acceptance by Manufacturer must be supplied with the roof installation. This warranty will cover all defects in workmanship and materials. Damages caused by storm, vandalism and other trades are not included in the warranty. This warranty shall be from the manufacturer (See further, Statement of Policy).
- B. A two (2) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract.

PART 2 - INSTRUCTIONS TO BIDDERS

2.1 Responsibility For Measurements And Quantities

- A. All bidders shall be solely responsible for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

2.2 Start And Completion Date

- A. Work shall begin as specified in the Notice To Proceed.
- B. All work as required in these specifications and drawings shall be completed as specified in **Exhibit C** to the Agreement.
- C. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out its work, so that it will be started and completed in a professional manner within the time period specified in **Exhibit C** to the Agreement.
- D. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove its equipment and possessions from the job-site upon notification by the Owner.

2.3 Payment

- A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner. A 5% (five percent) Retainage shall be held until delivery of the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary cleanup, and the Owner receives written verification of completion.

- F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative will sign a completion slip authorizing final payments.
- G. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative if requested by Owner's Representative.
- H. If requested by the Owner, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- I. If requested by the Owner, a certified check shall be paid by the Contractor to material supplier prior to release of order.
- J. If requested by the Owner, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- K. Contractor shall have a pre-approved line of credit from the material supplier.
- L. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with its final invoice indicating that all suppliers have been paid.

PART 3 - CONTRACTOR'S INSTRUCTIONS

3.1 Contractor's License

- A. All pertinent state and local licenses will be required.

3.2 Building Permits

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the Contractor.

3.3 Job Coordination

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.
- B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify: Mr. George Carlson by telephone at 860-729-0081

3.4 Clean-Up

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

3.5 Superintendent

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.
- B. The superintendent shall represent the Contractor and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to its attention by the Owner.

3.6 Inspections

- A. Before any material applications are made, the Owner or the Owner's Representative and the material supplier representative shall be available to ensure a complete understanding of the specification.
- B. The accepted Material Manufacturer will have a representative on site a minimum of five (5) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.
- C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

PART 4 - STATEMENT OF POLICY

4.1 Guarantees

- A. A roofing guarantee is available for review from the Material Manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee of the Material Manu-

facturer unless such alteration, amendment or additional representation is issued in writing and is signed by a duly authorized officer of the Material Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies.

- B. The Contractor will warranty the roof to the Owner for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months after completion, and, at the Contractor's expense, correct any workmanship defects before the 24th month following completion of the project.

4.2 Approved Contractors

- A. The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations.

4.3 Roofing Sequence

- A. Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

4.4 Acceptability Of Completed Work

- A. The acceptability of completed roofing work will be based on its conformance to the requirements of the Agreement. The Owner is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Owner at the Contractor's expense. The Owner and/or Owner's Representative will instruct the Contractor's superintendent and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Owner's Representative will be immediately reported to the Owner, along with recommended corrective actions necessary.

4.5 Engineering And Roof Deck

- A. The Contractor must notify the Owner or its representative on the job-site of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 Related Documents

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

1.2 Summary

- A. Related Sections: The following sections contain requirements that relate to this section.
 - 1. Section 07550 -Modified Bitumin.
 - 2. Section 07600 - Flashing and Sheet Metal.

1.3 References

- A. American Plywood Association, APA: Design/Construction Guide, Residential and Commercial.
- B. United States Products Standards, PS.
 - 1. PS-1, Construction and Industrial Plywood.
 - 2. PS-20, American Softwood Lumber standard.

1.4 Submittals

- A. Manufacturer's literature describing products.

1.5 Quality Assurance

- A. Perform Work in accordance with the following agencies:
 - 1. Lumber Grading Agency: Certified by ALSC.
 - 2. Plywood Grading Agency: Certified by APA/EWA - APA/The Engineered Wood Association.
- B. Maintain one copy of each document on site.

PART 2 - PRODUCTS

2.1 Lumber Materials

- A. Lumber Grading Rules: Comply with AWPAs grading guidelines.

2.2 Accessories

- A. Fasteners: Galvanized steel for exterior, high humidity, and treated wood locations, plain finish elsewhere.

PART 3 - EXECUTION

3.1 Examination

- A. Examine the surfaces and conditions under which work of this section will be performed. Do not proceed until unsatisfactory conditions detrimental to timely and proper completion of the work have been corrected.
- B. Examine areas to receive rough carpentry work and verify the following:
 - 1. Complete installation of building components to receive rough carpentry work.
 - 2. That surfaces are satisfactory to receive work.
 - 3. That spacing, direction, and details of supports are correct to accommodate installation of blocking, backing, furring, and nailers.

END OF SECTION

SECTION 07220

ROOF DECK AND INSULATION

PART 1 - GENERAL

1.1 Scope Of Work

- A. Proper installation of roof insulation over the properly prepared deck substrate.

1.2 Related Sections

- A. Section 07525 - Modified Bitumen Sheet Roofing.
- B. Section 07600 - Flashing and Sheet Metal.

1.3 References

- A. American Society for Testing and Materials (ASTM):
 1. ASTM A-167 Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
 2. ASTM A-653 Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
 3. ASTM C-165 Test Method for Measuring Compressive Properties of Thermal Insulation.
 4. ASTM C-208 Specifications for Cellulosic Fiber Insulating Board.
 5. ASTM C-209 Test Method for Cellulosic Fiber Insulating Board.
 6. ASTM C-272 Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
 7. ASTM C-518 Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 8. ASTM C-728, Test Methods for Fire Test of Roof Coverings.
 9. ASTM C-1289, Specification for Faced Rigid Polyisocyanurate Thermal Insulation
 10. ASTM D-5 Test Method for Penetration of Bituminous Materials.
 11. ASTM D-312 Specification for Asphalt Used in Roofing.
 12. ASTM D-2126 Test Method for Response off Rigid Cellular Plastics to Thermal Humid Aging.
 13. ASTM D-2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
 14. ASTM D-4601 Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
 15. ASTM D-5147 Sampling and Testing Modified Bituminous Sheet Material.

- B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)
- C. National Roofing Contractors Association (NRCA):
 - 1. Roofing and Waterproofing Manual.
- D. Insulation Board, Polyisocyanurate (FS HH-I-1972)
- E. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.4 Submittals

- A. Product Data: Provide manufacturer's specification data sheets for each product.
- B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- C. Provide a sample of each insulation type.
- D. Certification
 - 1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.5 Quality Assurance

- A. Fire Classification, ASTM E-108

1.6 Delivery, Storage And Handling

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 - PRODUCTS

2.1 Approved Equivalent

- A. Contractor must submit any product not specified a minimum of five (5) days before the bid date to the Owner in order for product to be considered for approval. The owner will notify Contractor in writing of decision to accept or reject request.

2.2 Insulation Materials

- A. Thermal Insulation Properties and Approved Insulation Boards.

Polyisocyanurate Roof Insulation; ASTM C-1289:

Qualities: Closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.

Thickness: 1.8 inch

R-Value: 9

Source of Supply: Ultra Gard; Johns Manville or Approved Equivalent

Insulation board shall meet the following requirements:

UL, WH or FM listed under Roofing Systems
Federal Specification HH-I-1972, Class 1

- B. High Density Fiberboard Roof Insulation; ASTM C-208

Qualities: Rigid, composed of interlocking fibers factory blended treated with asphalt on the top side.

Board Size: Four feet by four feet (4' x 4')

Thickness: Minimum 1/2 in.

Source: Retro-Fit Board by Johns Manville

Celotex

Approved Equivalent

Insulation board shall meet the following requirements: UL, WH, FM listed under Roofing Systems Federal Specification LLL-I-535-B.

2.3 Related Materials

- A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
 - 1. Acceptable Manufacturers:
 - Johns Manville
 - Approved Equivalent
- B. Protection Board: Premolded semi-rigid asphalt composition board one half (½) inch.
- C. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.
- D. Asphalt: ASTM D-312, Type III Steep Asphalt.
- E. Fasteners
 - 1. Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
 - 2. Factory Mutual Tested and Approved with three (3) inches coated disc for 1-90 rating, length required to penetrate metal deck one inch.

PART 3 - EXECUTION

3.1 Inspection Of Surfaces

- A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
 - 1. Verify that work which penetrates roof deck has been completed.
 - 2. Verify that wood nailers are properly and securely installed.
 - 3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
 - 4. Do not proceed until defects are corrected.
 - 5. Do not apply insulation until substrate is sufficiently dry.
 - 6. Broom clean substrate immediately prior to application.

7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
8. Verify that temporary roof has been completed.

3.2 Installation

A. Attachment with Mechanical Fasteners:

1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. Otherwise, a minimum of one fastener per two square feet shall be installed. All loose debris must be removed deck flutes prior to installation of insulation system.
2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
3. Spacing pattern of fasteners shall be as per manufacturer's recommendations to meet the Wind Uplift requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.
4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal, wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1-1/2) inches.
5. Approved recovery board one half (1/2) inch thickness shall be installed over base tapered insulation using hot asphalt at the rate of approximately thirty three (33) pounds per square.
6. Approved insulation shall be tapered around roof drains and scuppers. Tapered insulation sump shall start with a thickness of one-half at drain bowl to the specified dimension of three feet from the center line of the drain. Install tapered insulation sump in such a way to provide proper slope for runoff. Shape insulation with tool as required so completed surface is smooth and flush with ring of drain. Under no circumstances will the membrane be left unsupported in an area greater than one quarter (1/4) inch. Install recovery board over tapered insulation sump as required.
7. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from the vertical surface.
8. Install no more insulation at one time than can be roofed on the same day.

9. Install temporary water cut-offs at completion of each day's work and remove upon resumption of work.
10. Cant Strips/Tapered Edge Strips: Install preformed forty five (45) degree cant strips at junctures of vertical surfaces. Provide preformed, tapered edge strips at perimeter of edges of roof that do not terminate at vertical surfaces and/or indicated on the drawings. Tape joints of insulation as per manufacturer's requirements.

3.3 Cleaning

- A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

END OF SECTION

SECTION 07550

MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 Section Includes

- A. Modified bituminous membrane roofing over prepared substrate.

1.2 Related Sections

- A. Section 06100 - Rough Carpentry: Wood blocking and nails.
- B. Section 07590 - Preparation for Reroofing.
- C. Section 07220 - Roof and Deck Insulation.
- D. Section 07600 - Flashing and Sheet Metal.

1.3 References

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-98, Minimum Design Loads for Buildings and Other Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D41, Specification for Asphalt Primer Used in Roofing, Damp proofing and Waterproofing.
 - 2. ASTM D312, Specification for Asphalt Used in Roofing.
 - 3. ASTM D1079, Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
 - 4. ASTM D1863, Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
 - 5. ASTM D2822, Specification for Asphalt Roof Cement.
 - 6. ASTM D2824, Specification for Aluminum-Pigmented Asphalt Roof Coating.
 - 7. ASTM D4601, Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
 - 8. ASTM D5147, Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
 - 9. ASTM D6162, Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

- 10. ASTM E108, Test Methods for Fire Test of Roof Coverings.
- C. Factory Mutual Research (FM):
 - 1. Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA):
 - 1. Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL):
 - 1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
 - 1. Fire Hazard Classifications.

1.4 System Description

- A. It is the intent of this specification to install a long-term, quality roof system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Please discuss any concerns with the Roofing System Manufacturer.

1.5 Submittals

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- B. Samples: Submit two (2) samples of each product specified.
- C. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- D. Manufacturer's Certificate: Certify that roof system furnished is approved by an approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- E. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.

- G. **Manufacturer's Certificate:** Submit a certified letter signed by a corporate office that modified membrane specified is manufactured by the same company in their own manufacturing facility. Provide physical address of manufacturing facility.
- H. **Test Reports:** Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D6162-00A.
- I. **Test Reports:** Submit test reports indicating compliance with FM 4470, UL 580 or UL 1897 to prove specified roof system can meet/exceed wind pressures.
- J. Submit a copy of an unexecuted manufacturer's warranty for review.
- K. Submit a sample of roofing aggregate for review.

1.6 Qualifications

- A. **Manufacturer:** Company specializing in manufacturing the products specified in this section with minimum 12 years documented experience and have ISO 9001 certification.
- B. **Installer:** Company specializing in modified bituminous roofing installation with a minimum 5 years experience and certified by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C. **Installer's Field Supervision:** Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work and at any time roofing work is in progress. Maintain proper supervision of workmen. Maintain a copy of the specifications in the possession of the Supervisor/Foremen and on the roof at all times.
- D. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner has the right to hire a qualified contractor and backcharge the original contractor.
- E. **Insurance Certification:** Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 Pre-Installation Conference

- A. **Pre-Roofing Conference:** Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of modified bituminous roofing system installation and associated work.
- B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work

(including mechanical work if any), Engineer, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities.

C. Objectives of conference to include:

1. Review foreseeable methods and procedures related to roofing work.
2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements (drawings, specifications and other contract documents).
5. Review required submittals both completed and yet to be completed.
6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
7. Review required inspection, testing, certifying and material usage accounting procedures.
8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
10. Review notification procedures for weather or non-working days.

1.8 Delivery, Storage And Handling

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end.

Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).

- C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. It is the responsibility of the contractor to secure all material and equipment on the job site. If any material or equipment is stored on the roof, the contractor must make sure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the contractor will be the sole responsibility of the contractor and will be repaired or replaced at his expense.

1.9 Manufacturer's Inspections

- A. When the project is in progress, the roofing system manufacturer will provide the following:
 - 1. Keep the owner informed as to the progress and quality of the work as observed.
 - 2. Provide job site inspections a minimum of **Five days a week**.
 - 3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 - 4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 Project Conditions

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

1.11 Sequencing And Scheduling

- A. Sequence installation of modified bituminous sheet roofing with related units of work specified in other sections to ensure that roof assemblies including roof accessories, flashing, trim and joint sealers are protected against damage from effects of weather, corrosion and adjacent construction activity.

- B. Fully complete all modified bituminous membrane roofing field assembly work each day. Phased construction will not be accepted.

1.12 Warranty

- A. Upon completion of installation, and acceptance by the Owner, the manufacturer will supply to the Owner a 25-year NDL non prorated warranty.
- B. Installer will submit a minimum of a two (2) year warranty to the membrane manufacturer with a copy directly to Owner.
- C. Membrane manufacturer will provide an annual inspection for the life of the warranty.

1.13 Design And Performance Criteria

A. Uniform Wind Uplift Load Capacity

- 1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Steel framing system shall be installed exactly as spacing given in article 3.3 G.
 - (a) Design Code: ASCE 7-02, Method 2 for Components and Cladding.
 - (b) Category III Building with an Importance Factor of 1.15
 - (c) Wind Speed: 94 mph
 - (d) Ultimate Pullout Value: 505 pounds per each of the fasteners holding the steel framing section to the roof decking.
 - (e) Exposure Category: C
 - (f) Design Roof Height: 30 feet.
 - (g) Minimum Building Width: 108.5 feet.
 - (h) Roof Pitch: ¼” inches per foot.
 - (i) Topographic Factor: 1.00

Roof Area	Design Uplift Pressure
Zone 1 - Field of roof	25.6 psf
Zone 2 - Eaves<, ridges, hips,> and rakes	46.0 psf
Zone 3 - Corners	71.5 psf

- B. Snow Load: 35 psf.
- C. Live Load: 20 psf, or not to exceed original building design.
- D. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system by more than 6 psf. 2 psf is being removed from the roof through tear off as specified in section 3.0. 7 psf will be added to the weight of the existing roof through installation as specified in section 3.0. Total addition of weight to the roof structure is 6 psf.

PART 2 - PRODUCTS

2.1 Acceptable Manufacturers

- A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.
- B. Any item or materials submitted as a substitution to the manufacturer specified must comply in all respects as to the quality and performance of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as a substitute is truly equal. Should the Contractor choose to submit a substitute product, he shall assume all monetary or other risk involved, should the Owner find the substitution unacceptable. Submittal of alternate materials must be done a minimum of five (5) days prior to the bid submission.

2.2 Description

- A. Modified bituminous roofing work including but not limited to:
 - 1. Minimum two (2) plies of approved ASTM D2178, Type IV glass fiber roofing felt bonded to the prepared substrate with hot bitumen.
 - 2. Hot Bitumen: ASTM D312, Type III steep asphalt having the following characteristics:
 - (a) Softening Point: 185°F - 205°F
 - (b) Flash Point: 500°F
 - (c) Penetration @ 77°F: 15-35 units
 - (d) Ductility @ 77°F: 2.5 cm

3. Base Flashing Ply: One (1) ply of a double-coated Polyester-Fiberglass-Polyester base sheet covered by an additional layer of modified bitumen membrane and set in bitumen.
4. Modified Membrane: StressPly Plus; 105 mil sheet consisting of fiberglass/polyester reinforcement sandwiched by Styrene-Butadiene-Styrene (SBS) in a high penetration index asphalt mixture containing post consumer recycled rubber from tire scraps.
5. Surfacing: ASTM D2824 aluminum coating. Exposed flashings only.
6. Surfacing: ASTM D1863 roofing aggregate consisting of pea gravel.
7. Hot Surfacing Bitumen: Modified Coal Tar Adhesive
 - (a) Softening Point: 130°F - 145°F
 - (b) Flash Point: 390°F
 - (c) Elongation: 2000%

2.3 Bituminous Materials

- A. Asphalt Primer: V.O.C. compliant, ASTM D41.
- B. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D2822, Type II.
- C. Interply Adhesive: ASTM D312, Type III.
- D. Hot Surfacing Bitumen: Modified Coal Tar Adhesive

2.4 Sheet Materials

- A. Felt Plies:
 1. Fiberglass Felts: ASTM D2178, Type IV
- B. Base Flashing Ply:
 1. Tri-Base Sheet: Double coated Polyester-Fiberglass-Polyester scrim with the following minimum performance requirements according to ASTM D5147.

Properties (Finished Membrane):

Tensile Strength (ASTM D2523)

2 in./min. @73.4 ± 3.6°F MD 250 lbf/in CMD 250 lbf/in

Tear Strength (ASTM D4073)
2 in/min. @ 73.4 ± 3.6°F MD 370 lbf CMD 370 lbf

Elongation at Maximum Tensile (ASTM D2523)
2 in/min. @ 73.4 ± 3.6°F MD 6.0% CMD 6.0%

C. Modified Flashing Ply:

1. StressPly Plus

D. Modified Membrane Properties (Finished Membranes):

1. ASTM D6162-00A, Type III Grade S

Tensile Strength (ASTM D6162)
2 in/min. @ 73.4 ± 3.6°F MD 320 lbf/in CMD 320 lbf/in

Tear Strength (ASTM D6162)
2 in/min. @ 73.4 ± 3.6°F MD 650 lbf CMD 650 lbf

Elongation at Maximum Tensile (ASTM D6162)
2 in/min. @ 73.4 ± 3.6°F MD 6.00 CMD 5.25%

Low Temperature Flexibility (ASTM D5147): Passes -40°F

2.5 Surfacings (Exposed Flashing Membrane)

A. Garla-Brite

Flash Point 103°F (39°C) min.
Weight/Gallon 7.9 lbs./gal. (1.0 g/cm³)

B. Aggregate: To conform to ASTM D-1863.

1. Pea Gravel

2.6 Related Materials

A. Roof Insulation: In accordance with Section 07220.

B. Roof Insulation Fasteners: In accordance with Section 07220.

C. Base Sheet: ASTM D4601, Type II; as recommended and furnished by the modified membrane manufacturer.

D. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall

be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.

- E. Metal Discs: Flat discs or caps of zinc-coated sheet metal not lighter than twenty eight (28) gauge and not less than one (1) inch in diameter. Form discs to prevent dishing. Bell or cup shaped caps are not acceptable.

PART 3 - EXECUTION

3.1 Examination

- A. Verify that deck surfaces and project conditions are ready to receive work of this section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains, valleys, or eaves.
- D. Verify that adjacent roof members do not vary more than [1/4] inch in height.
- E. Verify that deck surfaces are dry and free of snow or ice.
- F. Confirm that moisture content does not exceed twelve (12) percent by moisture meter tests.
- G. Verify that openings, curbs, pipes, conduit, sleeves, ducts, and other items which penetrate the roof are set solidly, and that wood cant strips, wood nailing strips, and reglets are set in place.

3.2 Preparation – Metal Deck

- A. Verify that metal decking is flat and has tight joints.
- B. Verify the decking is in sound condition and flutes are free of debris.
- C. Replace damaged decking in kind.

3.3 General Installation Requirements

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.

- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the modified bituminous roofing system.
- D. Coordinate installation of roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two (2) plies of #15 organic roofing felt set in full moppings of bitumen and with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.
- E. Asphalt Bitumen Heating: Heat and apply bitumen in accordance with the Equiviscous Temperature (EVT) Method as recommended by National Roofing Contractors Association (NRCA). Do not raise temperature above minimum normal fluid-holding temperature necessary to attain EVT (plus 5°F at point of application) more than one (1) hour prior to time of application. Determine flash point, finished blowing temperature, EVT, and fire-safe handling temperature of bitumen either from information by manufacturer or by suitable test. Do not exceed recommended temperature limits during bitumen heating. Do not heat to a temperature higher than twenty five degrees (25°) below flash point. Discard bitumen that has been held at temperature exceeding Finishing Blowing Temperature (FBT) for more than three (3) hours. Keep kettle lid closed except when adding bitumen.
- F. Bitumen Mopping Rate:
 - 1. Interply Mopping: Apply bitumen at the rate of approximately twenty five (25) lb. of bitumen per roof square.
 - 2. Modified Membrane Mopping: Apply bitumen at the rate of approximately thirty (30) lb. of bitumen per roof square.
 - 3. Flood Coat: Apply bitumen at the rate of approximately sixty (60) to seventy (70) lb. of bitumen per square (plus or minus twenty five (25) percent on a total job average basis).
- G. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- H. Apply roofing materials as specified by manufacturer's instructions.
 - 1. Keep roofing materials dry before and during application.
 - 2. Do not permit phased construction.

3. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 4. Begin and apply only as much roofing in one day as can be completed that same day.
- I. Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of two (2) plies of #15 organic roofing felt set in full moppings of bitumen with joints and edges sealed.

3.4 Felt Ply Installation

- A. Fiberglass Plies: Install two (2) fiberglass ply sheets in twenty five (25) lbs. per square of bitumen shingled uniformly to achieve two plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof.
- B. Lap ply sheet ends eight (8) inches. Stagger end laps twelve 12 inches minimum.
- C. Lightly broom in fiberglass plies to assure complete adhesion.
- D. Extend plies two (2) inches beyond top edges of cants at wall and roof projections and equipment bases.
- E. Install base flashing ply to all perimeter and projection details.

3.5 Modified Membrane Application

- A. Solidly bond the modified membrane to the base layers with specified asphalt at the rate of twenty five (25) to thirty (30) lbs. per 100 square feet.
- B. The modified membrane roll must push a puddle of asphalt in front of it with asphalt slightly visible at all side laps. Exercise care during application to eliminate air entrapment under the membrane.
- C. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
- D. Install subsequent rolls of modified membrane across the roof as above with a minimum of four (4) inch side laps and eight (8) inch end laps. Stagger the end laps. Apply the modified membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
- E. Apply asphalt no more than five (5) feet ahead of each roll being embedded.
- F. Extend membrane two (2) inches beyond top edge of all cants in full mopping of the specified asphalt.

3.6 Flashing Membrane Installation

- A. Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
- B. Prepare all walls, penetrations, expansion joints [and where shown on the drawings] to be flashed with asphalt primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
- C. Use the modified membrane as the flashing membrane. Adhere to the underlying base flashing ply with specified asphalt unless otherwise noted in these specifications. Nail off at a minimum of eight (8) inches o.c. from the finished roof at all vertical surfaces.
- D. Solidly adhere the entire sheet of flashing membrane to the substrate.
- E. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
- F. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified in other sections.
- G. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work as specified in other sections.
- H. Raised Metal Edge:
 - 1. Inspect the nailer to assure proper attachment and configuration.
 - 2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at eight (8) inches o.c.
 - 3. Install continuous cleat and fasten at six (6) inches o.c.
 - 4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every three (3) inches o.c. staggered.
 - 5. Prime metal edge at a rate of one hundred (100) square feet per gallon and allow to dry.
 - 6. Strip in flange with base flashing ply covering entire flange in bitumen with six (6) inches on to the field of roof. Assure ply laps do not coincide with metal laps.
 - 7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof.

I. Mechanical Unit/Exhaust Fan detail:

1. Minimum curb height is eight (8) inches. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Install base flashing ply covering curb set in bitumen with six (6) inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

J. Roof Drain Detail:

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of twenty four (24) inches from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (thirty (30) inch square minimum) in $\frac{1}{4}$ inch bed of mastic. Run lead/copper into drain a minimum of two (2) inches. Prime lead/copper at a rate of one hundred (100) square feet per gallon and allow to dry.
5. Install base flashing ply (forty (40) inch square minimum) in bitumen.
6. Install modified membrane (forty eight (48) inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

K. Plumbing Stack:

1. Minimum stack height is twelve (12) inches.

2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
 3. Prime flange of new sleeve. Install properly sized sleeves set in ¼ inch bed of roof cement.
 4. Install base flashing ply in bitumen.
 5. Install membrane in bitumen.
 6. Caulk the intersection of the membrane with elastomeric sealant.
 7. Install cap with overlap minimum of one (1) inch down inside of stack.
- L. Pitch Pocket Detail:
1. Run all plies up to the penetration.
 2. Pitch pans shall be 24 gauge galvanized steel and at least 4" deep. The pitch pocket should extend at least 1" beyond the penetration in all directions. All corners and seams should be welded tight and watertight.
 3. Place the pitch pocket over the penetration and prime all flanges.
 4. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6" onto field of roof.
 5. Install second layer of modified membrane extending 9" onto field of roof.
 6. Fill pitch pan half full with non-shrink grout. Let this cure and top off with pourable sealant.
 7. Caulk joint between roof system and pitch pan with roof cement.

3.7 Application Of Surfacing

A. Aggregate Surfacing:

1. Apply surfacing materials in the quantities specified four hundred (400) lbs. per square for aggregate. Uniformly embed aggregate in a flood coat of modified coal tar pitch at a rate of sixty (60) to seventy (70) lbs. per square coverage after felt flashings, tests, repairs, and corrective actions have been completed and approved.

B. Aluminum Coating: (Exposed Flashing Only)

1. Allow all cold applied mastics and coating to properly dry and cure before installing the aluminum coating.

2. Brush apply glass fibered asphalt emulsion at a rate of five (5) gallons per one hundred (100) square feet. Paint all exposed membrane with manufacturer's aluminum coating installed at a rate of one half (½) gallon per square per coat. This shall be a one-coat application with the finished stroke in one direction.
3. Paint all exposed membrane with manufacturer's non-fibrated aluminum paint installed at a rate of one-half gallon per square per coat. This shall be a two-coat application with the finished stroke in one direction.

3.8 Field Quality Control

- A. Perform field inspection and testing as required.
- B. Correct defects or irregularities discovered during field inspection.
- C. Require attendance of roofing and insulation materials manufacturers' representatives at site during installation of the roofing system.

3.9 Cleaning

- A. Remove bitumen adhesive drippings from all walls, windows, floors, ladders and finished surfaces.
- B. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.
- C. Repair or replace defaced or disfigured finishes caused by work of this section.

3.10 Final Inspection

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor.

- D. If core cuts verify the presence of damp or wet materials, the Roofing Contractor shall be required to replace the damaged areas at his own expense.
- E. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. Notify the Owner upon completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END OF SECTION

SECTION 07565

PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 Scope Of Work

- A. Remove existing roofing system(s), base flashings, sheet metal, vent stack flashings, and insulation down to the deck , clean walls, conduits, and any remains of any types of roofing systems. Sweep or clean all debris off the deck, deck flutes and walls.

1.2 Pre-Installation Conference

- A. Review installation procedures and coordination required with related work.

1.3 Environmental Requirements

- A. Do not remove existing roofing system or damaged decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system.

1.4 Protection

- A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair or protection of the building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will effect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.
- B. Extra protection to be taken when work is being conducted over sensitive areas such as the water filtration room, kitchen, labs, computer labs, etc. Protection such as tarps or polyethylene sheathing shall be lined on surface.

1.5 Scheduling

- A. Schedule work to coincide with commencement of installation of new roofing system.

PART 2 - PRODUCTS

2.1 Materials

- A. Temporary protection: Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.
- B. Base Sheet: ASTM D-4601 Type II. Provide weights or fasteners to retain sheeting in position.

PART 3 - EXECUTION

3.1 Examination

- A. The Roofing Contractor is to verify existing site conditions, including roof dimensions.
- B. The Roofing Contractor must verify that the existing roof surface is clear and ready for work of the section.

3.2 Materials Removal

- A. Remove all gravel, membrane, cant strips, insulation, base flashings and any other items shown on the drawings. In addition, complete removal of all nails and other debris is required to leave a smooth, even surface for re-roofing.
- B. The contractor shall be responsible to remove all asbestos containing materials (ACM) and shall be responsible to separate all ACM from ordinary construction debris and dispose of in accordance with all applicable Federal, state and local regulations.
- C. Under certain conditions, it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions, and protect the building surfaces:
 - (1) Roof vacuum systems.
 - (2) Crane and hopper with dump truck system.
 - (3) Enclosed chutes with protective shrouds on the building and ground surfaces.
- D. All debris dumped from the roof shall be transported from the roof via chutes or crane into dumpsters or trucks and this debris shall be removed from the premises when vehicles are full at the Contractors cost. Every necessary measure must be taken at the contractors expense to protect the safety of residents that may be on site

dropping off debris while the project is in progress. No debris shall be transported from the area being worked on over a previously finished roof without an underlayment of 3/4" plywood.

- E. All roof equipment not in use or left filled will be parked on the column lines on 3/4" plywood.
- F. Building and/or ground damage caused by the removal or installation of the roof system will be the sole responsibility of the Contractor.

3.3 Temporary Protection

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected deck surface.

END OF SECTION

SECTION 07600

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 Section Includes:

- A. Provide all labor, equipment, and materials fabricate and install the following.
 - (1) Edge strip and flashing.
 - (2) Fascia, scuppers, and trim.
 - (3) Counterflashings over bituminous base flashing.
 - (4) Counterflashings for roof accessories.
 - (5) Counterflashings at roof mounted equipment and vent stacks.
 - (6) Base flashing coverings.
 - (7) Fascia and edge metal.
 - (8) Counterflashings at walls and penetrations.
 - (9) Lead flashing for bituminous membranes.
 - (10) Other components.

1.2 Related Sections

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

1.3 References

- A. ASTM B-209 - Specification for aluminum sheet
- B. ASTM B-221 - Specification for aluminum extruded shape
- C. FS QQ-L-201 - Specification for Lead Sheet
- D. ASTM A792-96 - Steel Sheet, Aluminum-Zinc Alloy-Coated, by the Hot-Dip Process
- E. ASTM B32 - Solder Metal
- F. ASTM B209 - Aluminum and Alloy Sheet and Plate
- G. ASTM B486 - Paste Solder
- H. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
- I. ASTM D486 - Asphalt Roof Cement, Asbestos-free
- J. FS O-F-506 - Flux, Soldering, Paste and Liquid
- K. WH - Warnock Hersey International, Inc. Middleton, WI.
- L. FM - Loss Prevention Data Sheet
- M. NRCA - National Roofing Contractors Association - Roofing Manual
- N. SMACNA - Architectural Sheet Metal Manual

1.4 Submittals

- A. Product Data: Provide manufacturer's specification data sheets for each product.
- B. Provide approval letters from metal manufacturer for use of their metal within this particular roofing system type.
- C. Submit two samples, 12 x 12 inch in size illustrating typical external corner, internal corner, valley, junction to vertical dissimilar surface, material and finish.
- D. Shop Drawings
 - (1) For manufactured and shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
 - (2) Shop drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashing, termination's, and installation details.
 - (3) Indicate type, gauge and finish of metal.
- E. Certification
 - (1) Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
 - (2) Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.
- F. Manufacturer's Product Data
 - (1) Metal material characteristics and installation recommendations.
 - (2) Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.

1.5 Quality Assurance

- A. Reference Standards
 - (1) Comply with details and recommendations of SMACNA Manual for workmanship, methods of joining, anchorage, provisions for expansion, etc.
- B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

- C. Successful contractor must obtain all components of roof system from a single manufacturer including any roll good materials if required. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- D. Manufacturer shall have in place a documented, standardized method for maintaining quality control such as ISO-9001 approval.
- E. The designer shall conduct all required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.

1.6 Delivery, Storage, And Handling

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

1.7 Job Conditions

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal roofing system.
- B. Protection:
 - (1) Provide protection or avoid traffic on completed roof surfaces.
 - (2) Do not overload roof with stored materials.
 - (3) Support no roof-mounted equipment directly on the roofing system.
- C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place an approved prior to installation of roofing.

1.8 Design And Performance Criteria

- A. ANSI/SPRI ES-1

1.9 Warranties

- A. Manufacturer's Warranty
 - (1) Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D-2244 or

chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

B. Contractor's Warranty

- (1) The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.

PART 2 - PRODUCTS

2.1 Approved Equivalent

- A. Contractor must submit any product not specified a minimum five (5) days before the bid date to the Owner in order for product to be considered for approval. The Owner will notify Contractor, in writing, of decision to accept or reject request.

2.2 Materials

- A. Metal system is to be comprised of minimum Aluminum, coated on both sides with an epoxy primer and on the weathering surface with a polyvinylidene fluoride or siliconized polyester baked organic coated finish.

- (1) Acceptable Manufacturers

- (a) Garland, IMETCO
- (b) Approved equivalent.

- (2) Materials

- (a) Aluminum

Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040"
nom.

- (i) Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.

- (b) Aluminum Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

Property	Test Method	Fluorocarbon*
Pencil	ASTM D-3363	HB-H
Hardness	NCAA II-2	
Bend	ASTM D-4145	O-T NCAA II-19
Cross-Hatch Adhesion	ASTM D-3359	No loss of adhesion
Gloss (60° angle)	ASTM D-523	25+/-5%
Reverse Impact	ASTM D-2794	no cracking or loss of adhesion
Nominal Thickness	ASTM D-1005	
Primer		0.2 mils
Topcoat		0.8 mils
TOTAL		1.0 mils

* Subject to minimum quantity requirements

- (c) Dark Bronze

B. Miscellaneous Metals and Flashings:

- (1) Zinc-Coated Steel Sheet: ASTM A526, 0.20% copper, 26 gage (0.0179"); designation G90 hot-dip galvanized, mill phosphatized.
- (2) Stainless Steel Sheet: Type 302/304, ASTM A167, 28 gage, (0.015"), annealed except dead soft where fully concealed by other work, 2D (dull) finish.
- (3) Copper Sheet: ASTM B370, 16 oz. (0.0216), temper H00 (cold-rolled).
- (4) Lead-Coated Copper Sheet: ASTM B101. Type I, Class A (12-15 lb. of lead coating per 100 sq. ft.), 17.1 oz. (0.022").
- (5) Zinc Alloy Sheet: Zinc with 0.6% copper and 0.14% titanium; 0.27" thick (21 gauge); standard (soft) temper, mil finish.

2.3 Related Materials

- A. Metal Primer: Zinc chromate type.
- B. Plastic Cement: ASTM D 4586

- C. Sealant: Specified in Section 07900 or on drawings.
- D. Lead: Meets Federal Specification QQ-L-201, Grade B, four pounds per
- E. Square foot.
- F. Solder: ANSI/ASTM B32; 95/05 type.
- G. Flux: FS O-F-506.
- H. Underlayment: ASTM D2178, No15 asphalt saturated roofing felt.
- I. Slip Sheet: Rosin sized building paper.
- J. Fasteners:
 - (1) Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
 - (2) Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.
- K. Termination Bars:
 - (1) Shall be aluminum unless otherwise recommended by membrane manufacturers.
 - (2) Material shall be .125" x 1" (minimum) aluminum conforming to ASTM B-221, mill finish. Bar shall have caulk cup as required.

PART 3 - EXECUTION

3.1 Protection

- A. Protect contact areas of dissimilar metals with heavy asphalt or other approved coating, specifically made to stop electrolytic action.

3.2 General

- A. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction.
- B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual I-90 wind uplift specifications and/or manufacturer's recommendations whichever is of the highest standard.

- C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
- D. Metal fascia and copings shall be secured to wood nailers at the bottom edge with a continuous cleat. Cleats shall be at least one gauge heavier than the metal it secures.

3.3 Inspection

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets are in place, and nailing strips located.
- B. Verify membrane termination and base flashings are in place, sealed, and secure.
- C. Beginning of installation means acceptance of existing conditions.
- D. Field measure site conditions prior to fabricating work.

3.4 Manufactured Sheet Metal Systems

- A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
- B. Furnish and install manufactured sheet metal systems in strict accordance with manufacturer's printed instructions.
- C. Provide all factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc.

3.5 Shop Fabricated Sheet Metal

- A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
- B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- C. Hem exposed edges.
- D. Angle bottom edges of exposed vertical surfaces to form drip.
- E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.
- F. Joints for gravel stop fascia system, cap flashing, and surface-mount counterflashing shall be formed with a 1/4" opening between sections. The opening shall be covered by a cover plate or backed by an internal drainage plate formed to

the profile of fascia piece. The cover plate shall be embedded in mastic, fastened through the opening between the sections and loose locked to the drip edges.

- G. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal and Air Conditioning Contractor's National Associations, Inc.

3.6 Flashing Membrane Installation

A. RAISED METAL EDGE

- (1) Accessories: Joint covers, corners, supports, strip flashing at joining, fastenings and other accessories shall be included.
- (2) Install continuous cleat fasten 6" O.C. Fasten flange to wood nailer every 6" staggered.
- (3) Install new metal edge hooked to continuous cleat.
- (4) Prime metal edge at a rate of 100 square feet per gallon and allow to dry.

B. PITCH POCKET DETAIL:

- (1) Run all plies up to the penetration.
- (2) Pitch pans shall be 24 gauge galvanized steel and at least 4" deep. The pitch pocket should extend at least 1" beyond the penetration in all directions. All corners and seams should be welded tight and watertight.
- (3) Place the pitch pocket over the penetration and prime all flanges.
- (4) Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6" onto field of roof.
- (5) Install second layer of modified membrane extending 9" onto field of roof.
- (6) Fill pitch pan half full with non-shrink grout. Let this cure and top off with pourable sealant.
- (7) Caulk joint between roof system and pitch pan with roof cement.

C. MECHANICAL UNIT/EXHAUST FAN DETAIL:

- (1) Counterflashing shall be provided with watertight accessories such as miters, transitions, end caps, etc. and finished to match.
- (2) Accessories: Joint covers, corners, fasteners, strip flashing at joinings, fastening, and other accessories shall be included.

- (3) Install pre-manufactured expansion joint cover. Fasten sides 8" O.C. with fasteners and neoprene washers.
- (4) Set equipment on neoprene pad and fasten as required by equipment manufacturer.

D. ROOF DRAIN DETAIL:

- (1) Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
- (2) Set lead/copper flashing (30" square minimum) in a 1/4" bed of mastic.
- (3) Install clamping ring and strainer assure all plies are under the clamping ring.

E. PLUMBING STACK DETAIL:

- (1) Prime flange and sleeve at a rate of 100 square feet per gallon and allow to dry.
- (2) Install properly sized sleeves in a 1/4" bed of elastomeric sealant.
- (3) Install cap a minimum of 1" down inside of stack.
- (4) Caulk intersection of the membrane and flange with elastomeric sealant.

END OF SECTION

SECTION 15100

TEMPORARY MECHANICAL DISCONNECTS AND RECONNECTS

PART 1 - GENERAL

1.1 Related Documents

- A. The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

- A. Temporarily remove roof mounted HVAC equipment, as required. Install wood blocking, curbs, sleepers, roofing and flashing as required, and reinstall equipment.

1.3 Special Provisions

- A. The roofing contractor shall employ mechanics proficient and/or licensed if applicable, in the trades involved.
- B. The roofing contractor shall disconnect mechanical equipment only when roofing work is being done in the immediate area of the equipment.
- C. Each unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.
- D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be made in writing.

1.4 Testing

- A. Prior to commencing roof work, the roofing contractor shall test mechanical units in the presence of the Owner's Representative.
- B. Deficiencies in operation including unusual noises, will be noted in writing and shall become a matter of record.
- C. Upon completion of the reinstallation of each unit, it shall be retested by the roofing contractor at there expense.
- D. Any deficiencies which were not noted in the initial testing shall be corrected by the roofing contractor at his expense.

PART 2 - PRODUCTS

2.1 Replacement Parts

- A. Any replacement parts or additional materials needed due to changes in curb or sleeper heights shall be as recommended by the manufacturer of the mechanical unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality.

PART 3 - EXECUTION

3.1 Job Conditions

- A. After disconnection, move units a sufficient distance to permit the installation of roofing and flashing materials.
- B. After new roofing is installed, reinstall units as shown, modifying conduit and cable as necessary. Units are to be reinstalled immediately upon completion of new roofing installation at each area that existing units are in place.
- C. Provide plywood traffic ways for moving units. If mechanical contrivance of wheeled "A" frame-type hoists are used, plywood shall be placed under the equipment for its full route of movement. Plywood shall be a minimum of 5/8" thick.

END OF SECTION 15100

SECTION 16100
TEMPORARY ELECTRICAL DISCONNECTS AND
RECONNECTS

PART 1 - GENERAL

1.1 Related Documents

- A. The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

- A. Temporarily disconnect electrical feed to each roof top HVAC unit and other necessary equipment including satellite antenna.
- B. Inspect and repair existing power lines.
- C. Fabrication, installation and flashing of equipment supports.
- D. Reconnection of electrical feed upon completion of new roofing and related sheet metal.

1.3 Special Provisions

- A. The roofing contractor shall employ mechanics licensed in the electrical trade.
- B. The roofing contractor shall disconnect electrical equipment or feeds only when roofing work is being performed in the immediate area of the equipment or feed.
- C. Each feed or unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.
- D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be given in writing.

1.4 Testing

- A. Prior to commencing roofing work, the roofing contractor shall test circuits in the presence of the Owner's Representative.
- B. Deficiencies in operation will be noted in writing and shall become a matter of record.

- C. Upon completion of the reconnection of each item or circuit, it shall be retested by the roofing contractor in the presence of the Owner's Representative.
- D. Any deficiencies which were not noted in the initial testing shall be corrected by the roofing contractor at there expense.

PART 2 - PRODUCTS

2.1 Replacement Parts

- A. Any replacement parts or additional materials shall be as recommended by the manufacturer of the unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality.

PART 3 - EXECUTION

3.1 Job Conditions

- A. Do not disconnect electricity without permission of the Owner's representative.
- B. Disconnection shall be performed only after new roof and flashing materials are available to complete the operation.
- C. Locate penetrations in roof system such that tripping hazards are minimized.

END OF SECTION 16100

EXHIBIT B

To

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION AGREEMENT**

DRAWINGS

EXHIBIT B

DRAWINGS

[Drawings will be provided at the mandatory pre-bid conference and site tour on Thursday, March 20, 2008.]

The following drawings are hereby incorporated by reference and made a part of this Agreement as if such plans had been attached in their entirety to this Agreement:

DRAWING NO.	DRAWING DESCRIPTION

EXHIBIT C

To

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION AGREEMENT**

PROJECT SCHEDULE

EXHIBIT C

PROJECT SCHEDULE

COMPLETION DATE	Contractor must complete all of the Work and have such Work ready for CRRA's acceptance at the end of 60 (sixty) days following the issuance of such Notice To Proceed.
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EXHIBIT D

To

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION AGREEMENT**

PERFORMANCE BOND FORM

AND

LETTER OF CREDIT FORM

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, CT 06103-1722
--

AGREEMENT

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	Repalcement of the Low-Slope Roof at the Norwalk Transfer Station 1 Crescent Street Norwalk, Connecticut 06854

BOND

BOND NUMBER:	
DATE: <small>(Not earlier than Agreement Date)</small>	
AMOUNT:	DOLLARS (\$ _____)

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO PERFORMANCE BOND

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
 - 3.3 The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
 - 4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
 - 4.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
 - 6.2 Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions

of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

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

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

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

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

LETTER OF CREDIT

To Be Issued By a Connecticut Bank Or By a National Banking Association

Irrevocable Standby Letter Of Credit No.	[Letter Of Credit #]		
Issuance Date:	[Date]	Expiration Date:	[Date]
Beneficiary:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103		

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. [Letter Of Credit #] in favor of the "Beneficiary," Connecticut Resources Recovery Authority ("CRRA"), at the request and for the account of [Name of Contractor], for the sum or sums up to the aggregate amount of [amount of Letter Of Credit] available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on [Date] or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter Of Credit No. [Letter Of Credit #]."

Drafts must be accompanied by a certified statement from the Beneficiary that [name of Contractor] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Replacement Of The Low-Slope Roof At The Norwalk Transfer Station Agreement between [name of Contractor] and CRRA, dated as of [Date].

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter Of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [name of the issuing Connecticut Bank or National Banking Association] under this Letter of Credit is the individual obligation of [name of the issuing Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter Of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of Contractor]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter Of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, **[name of issuing Connecticut Bank or National Banking Association]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

Authorized Signature for
[name of issuing Connecticut Bank or National Banking Association]

EXHIBIT E

To

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION AGREEMENT**

PAYMENT BOND FORM

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, CT 06103-1722
--

AGREEMENT

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	Repalcement of the Low-Slope Roof at the Norwalk Transfer Station 1 Crescent Street Norwalk, Connecticut 06854

BOND

BOND NUMBER:	
DATE: <small>(Not earlier than Agreement Date)</small>	
AMOUNT:	DOLLARS (\$ _____)

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO CONSTRUCTION PAYMENT BOND

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

thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Agreement, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Agreement and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Agreement are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Agreement. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or

equipment for use in the performance of the Agreement. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Agreement, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished,

- 15.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

EXHIBIT F

To

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION AGREEMENT**

PREVAILING WAGE BID PACKAGE

Prevailing Wage Bid Package

Last Updated: July 03, 2007

You are here: [DOL Web Site](#) › [Wage and Workplace Issues](#) › [Prevailing Wage Bid Package](#)

- [Section 31-53b: Construction safety and Health Course. Proof of completion](#)
required for employees on public building projects. (PDF, 10KB)
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF, 20KB)
- [Notice For All Mason Contractors](#) (PDF, 5KB)
- [CT General Statute 31-55a](#)
- [Contracting Agency Certification Form](#) (PDF, 89KB)
- [Contractor's Wage Certification Form](#) (PDF, 11KB)
- [Payroll Certification - Public Works Projects](#)
- [Occupational Classification Bulletin](#)
- [Footnotes](#) (PDF, 101KB)

Published by the Connecticut Department of Labor, Automation Support Unit

Sec. 31-53b. Construction safety and health course. Proof of completion required for employees on public building projects. Enforcement. Regulations. (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

(c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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

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

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

Statute 31-55a

Last Updated: December 06, 2007

You are here: [DOL Web Site](#) » [Wage and Workplace Issues](#) » Statute 31-55a

- Special Notice -

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

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

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

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

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

[Workplace Laws](#)


Published by the Connecticut Department of Labor, Automation Support Unit

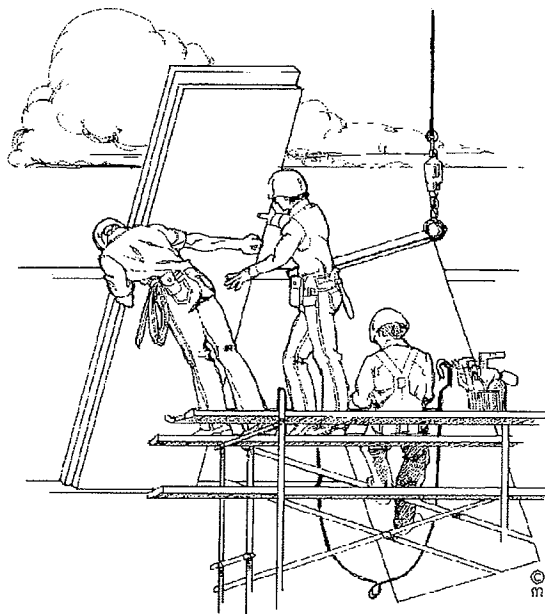
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

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

_____, located at _____,
project name and number address

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

 Return to:

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

Certified Payroll Form WWS - CPI

Last Updated: February 20, 2008

You are here: [DOL Web Site](#) » [Wage and Workplace Issues](#) » Certified Payroll Form WWS - CPI

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

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects and the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

updated [Certified Payroll Form WWS-CPI \(PDF, 3.6MB\)](#)

Published by the Connecticut Department of Labor, Automation Support Unit

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS
WEEKLY PAYROLL

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

WORKERS COMPENSATION INSURANCE CARRIER

SUBCONTRACTOR NAME & ADDRESS

POLICY # _____
EFFECTIVE DATE: _____
EXPIRATION DATE: _____

CONTRACTOR NAME AND ADDRESS	PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS	DAY AND DATE							Total ST Hours	Total O/T Hours	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FEDERAL STATE WITH-HOLDING OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
				S	M	T	W	TH	F	S								
PERSON/WORKER AND ADDRESS	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number OR OSHA 10 Certification Number	HOURS WORKED EACH DAY														
				S-TIME	O-TIME	S-TIME	O-TIME	S-TIME	O-TIME	S-TIME								
												1. \$						
												2. \$						
												3. \$						
												4. \$						
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												6. \$						
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												4. \$						
												5. \$						
												6. \$						
*SEE REVERSE SIDE																		

2/13/2008
WWS-CF1

PAGE NUMBER _____ OF _____

OSHA ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

- 1) Medical or hospital care
- 2) Pension or retirement
- 3) Life Insurance
- 4) Disability
- 5) Vacation, holiday
- 6) Other (please specify)

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer)

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

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

- A) The records submitted are true and accurate;
- B) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- C) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- D) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- E) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- F) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-Certified Statement

Submitted on

(Date)

(Signature)

(Title)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

Occupational Classification Bulletin

Last Updated: October 02, 2007

You are here: [DOL Web Site](#) › [Wage and Workplace Issues](#) › Occupational Classification Bulletin

- **new** [Informational Bulletin - 10/1/07 \(PDF, 1,572KB\)](#)

Published by the Connecticut Department of Labor, Automation Support Unit

Revised: October 1, 2007

Informational Bulletin


Occupational Classifications

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

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

On any construction project, an assortment of workers are needed to carry out all of the required tasks. Employees include various skilled crafts people, machine operators, general laborers, and apprentices. Prevailing wage rate schedules identify the classes of workers likely to be employed on each of the four types of construction projects. (If a contractor wants to use a class of worker not listed in a wage determination, there is a process for requesting the U.S. Department of Labor to establish a prevailing wage rate for that additional classification). (Contact U.S. Department of Labor at 202.693.0062 or 215.861.5800)

A registered apprentice is not a separate prevailing wage job classification. Apprentices are paid a percentage of the base rate received by the craft that they are training to become and the full fringe rate. This percentage increases in steps, as the apprentice advances through the stages of the apprenticeship process.

 Any questions regarding the proper classification should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd, Wethersfield, CT 06109 at 860.263.6543.

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

⇒ ASBESTOS WORKERS/INSULATORS:

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

⇒ BOILERMAKERS:

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

⇒ BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS, STONE MASONS, TERRAZZO WORKERS, TILE SETTERS:

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

⇒ CARPENTERS, MILLWRIGHTS, PILEDRIVERMEN, LATHERS, RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIVERS, DIVER TENDERS:

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

⇒ CLEANING LABORER:

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

⇒DELIVERY PERSONNEL:

- ▶ If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- ▶ An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

⇒ELECTRICIANS:

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

⇒ELEVATOR CONSTRUCTORS:

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

⇒FORK LIFT OPERATOR:

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

⇒GLAZIERS:

- ▶ Installs light metal sash, head sills, and 2-story aluminum storefronts.

⇒IRONWORKERS:

- ▶ Handling, sorting, and installation of reinforcing steel (rebar).
- ▶ Installation of aluminum window walls and curtain walls.
- ▶ Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.

⇒INSULATOR:

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

⇒LEAD PAINT REMOVAL:

- ▶ Painter Rate -
 - 1) Removal of lead paint from bridges.
 - 2) Removal of lead paint as preparation of any surface to be repainted.
 - 3) Where removal is on a *Demolition* project prior to reconstruction.
- ▶ Laborer Rate-
 - 1) Removal of lead paint from any surface *NOT* to be repainted.
 - 2) Where removal is on a *TOTAL* Demolition project only.

⇒LABORERS:

- ▶ Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector, hand operated concrete vibrator operator, mason tenders, pipelayers (installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

⇒PAINTERS:

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

⇒PLUMBERS AND PIPEFITTERS:

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

⇒POWER EQUIPMENT OPERATORS:

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

☞ continued

⇒ROOFERS:

- ▶ Preparation of surface, tear-off and/or removal of any type of roofing, and/or clean-up of any areas where a roof is to be relaid.

⇒SHEET METAL WORKER:

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

⇒SPRINKLER FITTERS:

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

⇒TILE, MARBLE AND TERRAZZO FINISHERS:

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

⇒TRUCK DRIVERS:

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

CONNECTICUT DEPARTMENT OF LABOR
Wage and Workplace Standards Division

FOOTNOTES

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

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

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

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

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

Bricklayer (Residential- Fairfield County)

a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours.

Electricians

Fairfield County: West of the Five Mile River in Norwalk

a. \$2.00 per hour not to exceed \$14.00 per day.

Elevator Constructors: Mechanics

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

Glaziers

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

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

EXHIBIT G

To

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION AGREEMENT
SCHEDULE OF PREVAILING WAGES**

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

**Minimum Rates and Classifications
for Building Construction**

B 10564

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

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

Project Number FY08-0P-0111

Project Town Norwalk

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings.	30.21	17.10
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Hazardous Material Handler: Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.	20.50	10.30
2) Boilermaker	32.73	8.72 + 33%
3a) Bricklayer, Cement Mason, Cement Finishers, Plasterers, Stone Masons	30.50	19.07 + a
3b) Tile Setter	29.88	16.01

As of: Thursday, March 06, 2008

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

3c) Terrazzo Workers, Marble Setters	30.00	17.99
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3d) Tile, Marble & Terrazzo Finishers	24.25	13.93
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-----LABORERS-----

4) Group 1: Laborers, carpenter tenders, wrecking laborers, fire watchers.	23.00	13.40
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4a) Group 2: Mortar mixers, plaster tenders, power buggy operators, powdermen, fireproofers/mixer/nozzleman.	23.25	13.40
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4b) Group 3: Jackhammer operators, mason tenders.	23.50	13.40
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) [If using this classification call the Labor Department for clarification]	23.85	13.40
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4d) Group 5: Air track operators, Sand blasters.	23.75	13.40
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4e) Group 6: Nuclear toxic waste removers, blasters.	26.00	13.40
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4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	24.00	13.40
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As of: **Thursday, March 06, 2008**

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	23.50	13.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	23.00	13.40
5) Carpenter, Acoustical Tile Worker, Concrete Form-Wood Builder, Floor Covering (Including Drywall Hanging), Modular-Furniture Systems Installers.	26.65	16.21
5a) Millwrights	27.40	16.21
6) Electrical Worker, Cable Splicer (electric) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	33.10	17.02
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	41.34	16.285+a+b
8) Glazier (Trade License required: FG-1,2)	30.38	13.10 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	31.30	21.93 + a
----OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over.	32.05	16.05 + a

As of: Thursday, March 06, 2008

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

Group 2: Cranes (100 ton rated capacity & over), backhoe over 2 cubic yards, piledriver (\$3.00 premium when operator controls hammer).	31.73	16.05 + a
Group 3: Backhoe, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist, pull or drag material regardless of motive power of operation); rubber tire backhoe	30.99	16.05 + a
Group 4: Trenching machines; lighter derrick; CMI Machine or similar; Koehring Loader (skooter).	30.60	16.05 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete pumps; drills with self contained power units; Boring machine; Post hole digger; Auger; Pounder; Well Digger	30.01	16.05 + a
Group 5 continued: Milling machine (over 24" Mandrell); Side Boom; Combination hoe and loader; Directional driller; Grader.	30.01	16.05 + a
Group 6: Front end loader (3 up to 7 cubic yards); Bulldozer.	29.70	16.05 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	29.36	16.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	28.96	16.05 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	28.53	16.05 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	27.96	16.05 + a

As of: Thursday, March 06, 2008

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 26.49 16.05 + a

Group 12: Wellpoint operator. 26.43 16.05 + a

Group 13: Compressor battery operator. 25.85 16.05 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 24.71 16.05 + a

Group 15: Generator operator, compressor operator, pump operator, welding machine operator. 24.30 16.05 + a

Group 16: Maintenance engineer. 23.65 16.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator 25.98 16.05 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper 25.54 16.05 + a

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

10a) Brush, Roller 26.87 13.10

As of: **Thursday, March 06, 2008**

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

10b) Taper	27.62	13.10
10c) Paperhanger	27.37	13.10
10d) Red Label	27.37	13.10
10e) Blast and Spray	29.87	13.10
10f) Tanks, Tower, Swingstage	28.87	13.10
11) Plumber P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	(Trade License required: 33.57	18.96
12) Post Digger, Well Digger, Pile Testing Machine	26.25	9.20 + a
Roofer: Cole Tar Pitch	32.50	10.60 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	31.00	10.60 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.58	25.91

As of: Thursday, March 06, 2008

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	33.57	18.96
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-----TRUCK DRIVERS-----

17a) 2 Axle	25.43	11.5225
17b) 3 Axle, 2 Axle Ready Mix	25.53	11.5225
17c) 3 Axle Ready Mix	25.58	11.5225
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	25.63	11.5225
17e) 4 Axle Ready Mix	25.68	11.5225
17f) Heavy Duty Trailer (40 Tons and Over)	25.88	11.5225
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	25.68	11.5225
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	36.50	15.10 + a

As of: Thursday, March 06, 2008

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.50 per hour for power equipment operators and \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$1.50 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$.75 extra
Crane with 200 ft. boom (including jib) - \$1.25 extra
Crane with 250 ft. boom (including jib) - \$2.50 extra
Crane with 300 ft. boom (including jib) - \$3.50 extra
Crane with 400 ft. boom (including jib) - \$4.00 extra
Crane with 500 ft. boom (including jib) - \$5.00 extra

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol

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

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

As of: Thursday, March 06, 2008

Project: Replacement Of The Low Slope Roof At The Norwalk Transfer Station

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

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

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

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

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

As of: Thursday, March 06, 2008

EXHIBIT H

To

**REPLACEMENT OF THE LOW-SLOPE ROOF
AT THE NORWALK TRANSFER STATION AGREEMENT**

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.