



George Latimer, Westchester County Executive

**General Requirements and Proposals**  
**Information for Bidders**  
**General and Special Clauses**  
**Technical Specifications**

**BUILDING RENOVATIONS**  
**MOUNT VERNON DISTRICT OFFICE**  
**AND MOUNT VERNON DISTRICT OFFICE ANNEX**  
**100 EAST FIRST STREET AND 9 UNION AVENUE**  
**MOUNT VERNON, NEW YORK**

**Contract No. 18-508**

**Bid Opening: July 7, 2021**

**By Bidder (Please Print)**

Firm/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**For Official Use Only**

\_\_\_\_\_

\_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION**

**Division of Engineering**

**SPECIAL NOTICE**

County of Westchester  
New York

**ADDENDA TO THE BID DOCUMENTS**

Addenda to the Bid Documents will be published on the Empire State Purchasing Group website at (<http://www.bidnetdirect.com/new-york>) **It is the responsibility of each potential bidder to check the website on a regular basis for further information relative to the bid documents including information relating to any and all addenda** prior to submitting its bid. All Bidders are deemed to have reviewed and considered all addendums in their Bid.

**SUBMISSION OF BIDS**

Bidders should not submit the entire bid document with its bid submission. Instead, each bidder is required to submit the full set of designated Proposal Pages. The Proposal Pages are denoted by a border and are titled on the bottom as “Proposal Page \_\_\_\_”. The Proposal Pages must be accompanied by the “Bid Bond and Consent of Surety” (as set forth in the Proposal Pages) attached to the outside of the sealed bid. A Bid Bond is NOT required for contracts of \$100,000 or less. Failure to submit in this manner may cause the bid to be rejected.

The successful bidder will be required to furnish a Performance and Payment Bond.

**SPECIAL NOTICE**

County of Westchester  
New York

**MANDATORY PRE-BID SITE INSPECTION**

- A. Superseding the first paragraph of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders, Bidders are required to attend a Mandatory Pre-Bid Site Inspection at 10:00 a.m. on Tuesday, June 22, 2021 at the site 100 East 1<sup>st</sup> Street main entrance located along South 1<sup>st</sup> Avenue, at which time they will examine the work site under escort by the County’s representative.

**BIDS FROM CONTRACTORS NOT IN ATTENDANCE AT THIS MEETING, OR  
THOSE WHO FAIL TO SIGN THE ATTENDANCE SHEET-WILL BE *REJECTED***

- B. Bidders shall indicate their interest in the Mandatory Pre-Bid Site Inspection by contacting Adam Kaplinski, R.A., Department of Public Works, Division of Engineering at 914-995-3991.
- C. All other portions of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders shall remain in full force and effect.

**SPECIAL NOTICE**

County of Westchester  
New York

**MINORITY PARTICIPATION POLICY**

Contractors must comply with the County's Minority Participation Policy, including, but not limited to, the requirement that contractors make a demonstrated good faith effort to utilize Minority Owned Businesses ("MOB") and Women Owned Businesses ("WOB") (see IFB Article 36). To assist contractors in this effort the County has made available a list of MOB and WOB at <http://mwbe.westchestergov.com/> Contractors are also encouraged to utilize other sources to identify potential MOB and WOB as subcontractors and suppliers.

All bidders must submit as part of their bid package the Minority/Women Owned Business Enterprise Questionnaire located in the Proposal Page section of the bid documents.

**SPECIAL NOTICE**

County of Westchester  
New York

**INSURANCE REQUIRED:**

In addition to the insurance requirements listed in Section 2 of the Information for Bidders, the Contractor, at their own cost and expense, shall provide and maintain the following:

**BUILDERS RISK INSURANCE**

The Contractor must provide and maintain a **Builder's Risk Form, All Risk Insurance Contract**. The coverage shall be written for **100% of the completed value**, with the County of Westchester named as loss payee as its interest may appear. In formulating its proposal, the Contractor shall include the costs for this coverage. In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

**OWNERS PROTECTIVE LIABILITY POLICY**

Contractor must provide an Owners Protective Liability Policy naming the County of Westchester as insured, with a minimum limit of liability per occurrence of \$3,000,000. NOTE: Owners And Contractors Protective Liability (OCP) coverage is required for work involving climbing, scaffolding, cranes, or other lift devices.

**CRANE, RIGGING & CRANE OPERATOR (RIGGER LIABILITY) INSURANCE**

Crane, Rigging, & Crane Operator (Rigger Liability) Insurance with a minimum combined single limit of \$10,000,000 unless otherwise indicated in the contract specifications. This insurance shall include coverage for bodily injury and property damage and name the "County of Westchester" as additional insured. This total minimum limit may be achieved through any combination of primary, excess, or umbrella policies.

In addition, any cranes or equipment used to lift material up to the roofs shall be approved with the County minimum 72 hr. prior to use. Contractor to obtain all permits for such cranes or equipment as required by local authorities, the State of New York and OSHA. The Contractor is

CONTRACT NO. 18-508

required to provide NYS PE stamped shop drawings for all such equipment, cost of which shall be included in the contractors bid. Any required road closures or use of adjacent parking lots shall require approval of Westchester County.

**SPECIAL NOTICE**

County of Westchester  
New York

**CHANGES IN THE WICKS LAW**

**Effective July 1, 2008**, construction contracts of one million five hundred thousand dollars or less will not require the preparation of separate contracts for plumbing and gas fitting; steam heating, hot water heating, ventilation and air conditioning apparatus; and electric wiring and standard illuminating fixtures and general construction.

Each bidder on a public work contract, where the preparation of separate contracts is not required shall, to the full extent applicable, submit with its bid a separate sealed list that names each Subcontractor that the bidder will use to perform work on the contract and the agreed upon price to be paid to each for (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures and (d) general construction. The submission (Proposal Page 6) that contains the agreed upon price shall be acknowledged by both Contractor and Subcontractor. For purposes of this paragraph, the acknowledgment from the Subcontractor may contain the facsimile signature of an officer of the Subcontractor.

After the low bid is announced, the sealed list of subcontractors submitted with the bid shall be opened and the names of such subcontractors shall be announced. Thereafter, any changes of subcontractors or agreed-upon amount to be paid to each shall require the approval of the County upon a showing of legitimate construction need for such change.

The Successful low bidder, before award of the contract, must procure and provide to the County, from each of the above denoted Subcontractors, a Contract Disclosure Statement and the Required Disclosure of Relationships to County forms.

The sealed lists of Subcontractors submitted by unsuccessful bidders shall be destroyed after the contract award.

**THIS PROJECT IS NOT SUBJECT TO THE REQUIREMENTS OF THE “WICKS LAW”. ACCORDINGLY, EACH BIDDER IS REQUIRED TO SUBMIT SPECIFIC INFORMATION PERTAINING TO ITS PROPOSED SUBCONTRACTORS. PLEASE SEE THE “NOTICE TO CONTRACTORS” THAT FORMS A PART OF THESE BID DOCUMENTS.**

**SPECIAL NOTICE**

County of Westchester  
New York

**COMPLETION OF GRANT FUNDING FORMS**

The bidders are hereby notified that if this project, or any portion thereof, is funded by a grant then the contractor will be responsible to complete all appropriate forms as required by the grant agency in order to complete the application.

**PROMPT EXECUTION AND RETURN OF CONTRACT**

- A. The successful bidder is required to return the completed contract to the County within ten (10) days of receipt of the execution copy of the contract. The contract must be signed, notarized and returned to the County with all insurance certificates, bonds and supporting documentation, including all required Subcontractor information.
- B. The County reserves all of its rights, including, but not limited to, proceeding against the bid bond, if the successful bidder fails to submit the complete executed package within the above time frame.



**SPECIAL NOTICE**

County of Westchester  
New York

**PROOF OF PAYMENT BY CONTRACTOR TO SUBCONTRACTORS  
AND MATERIALMEN.**

In addition to and without limiting any of the provisions set forth in Section 23 of the Information for Bidders, after the Contractor completes 50% of the work under the contract, the Contractor shall supplement each requisition submitted to the County with documentation that establishes that the Contractor has timely and properly paid its subcontractors and materialmen as required by Section 23 of the Information For Bidders. Such documentation shall include copies of both sides of cancelled check(s) paid to the order of the subcontractors and materialmen and such other documentation as may be reasonably requested by the Commissioner. If the Contractor fails to submit such documentation, the Commissioner may, in his sole discretion, withhold payment of the requisition until such time as the documentation is properly submitted. Nothing herein is intended or shall be construed to confer upon or give any subcontractor or materialman, or its successors and assigns, any third party beneficiary rights, remedies or basis for reliance upon, under or by reason of the contract or this Special Notice provision.

**SPECIAL NOTICE**

County of Westchester  
New York

**PREVAILING WAGE**

All public works contracts are subject to the payment of the prevailing wage and supplements as set forth by the laws of the State of New York, including, but not limited to, Articles 8 and 9 of the New York Labor Law (the “Prevailing Wage Laws”). Westchester County has an active Prevailing Wage Enforcement Officer who enforces the Prevailing Wage Laws within the County for public works contracts, including reviewing certified payroll records, visiting job sites, interviewing the employer and employees (See IFB Article 12) and, if necessary, requesting copies of cancelled checks.

Any Contractor who fails to comply with the Prevailing Wage Laws, including, but not limited to, failing to pay the prevailing wage rates and supplements, failing to submit certified payroll records to the County or failing to post the prevailing wage rates and supplements at the work site, will be subject to enforcement as provided for in the Contract and laws of the State of New York through the Westchester County District Attorney’s office, the Commissioner of the New York State Department of Labor, the County and/or the employee who suffered the underpayment. This enforcement could include, but is not limited to, criminal penalties, civil penalties, debarment from future bid awards, the withholding of payment under the Contract to satisfy the unpaid wages and supplements, including interest and civil penalty. In addition, such a failure shall constitute grounds for cancellation of the Contract (IFB 8(C)). Moreover, a prime contractor is responsible for its subcontractor’s failure to comply with, or evasion of, the provisions of the Prevailing Wage Laws.

**SPECIAL NOTICE**

County of  
Westchester New  
York

**MANDATORY OSHA CERTIFICATION**

When a public works contract is in excess of \$250,000.00, all employees are required to have successfully completed the OSHA 10 hours training class. All contractors and subcontractors must attach copies of proof of completion of the OSHA 10 hour course by all employees to the first certified payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. Employees may be requested by the County's representative to verify compliance with the OSHA 10 hour course by showing their OSHA card.

When a public works contract is in excess of \$1,000,000.00, all employees are required to have successfully completed the OSHA 30 hours training class. All contractors and subcontractors must attach copies of proof of completion of the OSHA 30 hour course by all employees to the first certified payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. Employees may be requested by the County's representative to verify compliance with the OSHA 30 hour course by showing their OSHA card.

In addition, on any contract that includes excavation of underground facilities, the excavator is required to be certified and have completed the training and education program provided by the one-call notification system (Dig Safely New York, Inc. Certified Excavator Program in Safe Digging Best Practices) or any other provider authorized by the public service commission to administer such training and education program.

**SPECIAL NOTICE**

County of Westchester  
New York

**PROJECT LABOR AGREEMENT (PLA)**

- A. The County of Westchester has determined that a Project Labor Agreement will be used on this Project. The successful bidder will be required as a condition of this Contract to execute the PLA with the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO ("Council"). The PLA will be substantially in the same form as the PLA included in this contract specification book. Bidders are urged to familiarize themselves with the terms and conditions of the PLA.
- B. It should be noted that Schedule A of the PLA contains a list of the local unions affiliated with the Council. Copies of the applicable Collective Bargaining Agreements of the local unions can be obtained by writing to the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO at 258 Saw Mill River Road, Elmsford, New York 10523, Attn.: Carol A. Boccardi.

## NOTICE TO CONTRACTORS

County of Westchester  
New York

Sealed proposals for the following construction work:

CONTRACT NO: 18-508

ADVERTISING: June 11, 2021

MANDATORY PRE-BID INSPECTION: June 22, 2021

**BUILDING RENOVATIONS  
MOUNT VERNON DISTRICT OFFICE AND MOUNT VERNON DISTRICT OFFICE ANNEX  
100 EAST FIRST STREET AND 9 UNION AVENUE  
MOUNT VERNON, NEW YORK**

will be received by the Board of Acquisition and Contract in Room 528, Michaelian Office Building, 148 Martine Ave., White Plains, New York until 11:00 a.m., Wednesday, July 7, 2021, and immediately thereafter and in accordance with Executive Order 202-11 issued by Governor Cuomo on March 27, 2020, the bids will be opened and recorded in a proceeding that is accessible to the public via the livestreaming service WebEx. For additional bidding information or questions call (914) 995-2274.

Instructions for livestreaming via WebEx. Attendees may join by computer browser at <https://westchestergov.webex.com/meet/bac-bidopening> or by phone 1-415-655-0001 US Toll or 1-844-621-3956 US Toll Free. The Access Code is 614 981 028.

The Bid Documents (General Requirements, Information for Bidders, Technical Specifications, etc. with Authorized Proposal Pages) **MUST BE OBTAINED** from the Empire State Purchasing Group website at the following web address:

<http://www.bidnetdirect.com/new-york>.

There is no cost to the bidder for this service. Bid documents will be available after 1:00 p.m. on the advertising date.

**PLEASE TAKE NOTICE: IN ORDER TO SUBMIT A BID, BIDDERS MUST REGISTER AND DOWNLOAD THE BID DOCUMENTS FROM THE EMPIRE STATE PURCHASING GROUP WEBSITE AND MUST REGISTER USING THE NAME OF THE PERSON OR BUSINESS ENTITY THAT WILL BE SUBMITTING THE BID. IN ORDER TO ENSURE THAT COUNTY BID DOCUMENTS HAVE NOT BEEN ALTERED IN ANY WAY, THE COUNTY WILL NOT ACCEPT BIDS FROM PERSONS OR BUSINESS ENTITIES THAT HAVE NOT FOLLOWED THIS REQUIREMENT.**

The Bid Documents include Contract Drawings which **MAY BE OBTAINED** at no cost on the Empire State Purchasing Group website at the following web address: <http://www.bidnetdirect.com/new-york>, after 1:00 p.m. on the advertising date.

If the bidder is unable to utilize the electronic version of the Contract Drawings that are available on the Empire State Purchasing Group Website, the bidder may purchase copies of the Contract Drawings. Contract Drawings may be obtained from the Office of the Board of Acquisition and Contract at the above address after 1:00 p.m. on the advertising date and between the hours of 9:00 a.m. to 4:00 p.m. Monday thru Friday. Copies of the Contract Drawings shall be made available upon payment of a personal check, company check or money order made payable to the County of Westchester, in the amount of **\$100.00** per set. For bidders, the deposit for each set of drawings will be refunded in full if returned in good condition within thirty days after award or rejection of bids. For non-bidders, only fifty percent of the deposit will be refunded. No refunds will be made to the successful bidder.

Each bidder is required to submit the full set of authorized Proposal Pages and all bids over **\$100,000.00** must also be accompanied by the "Bid Bond and Consent of Surety" (as set forth in the Proposal Pages) attached to the outside of the sealed bid. Failure to submit in this manner may cause the bid to be rejected. **The successful bidder, no matter the amount of its bid, will be required to furnish a Performance and Payment Bond with its signed contract.**

To the full extent applicable, each bidder shall submit with its bid a separate sealed list that names each Subcontractor that the bidder will use to perform work on the contract and the agreed upon price to be paid to each for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures and (d) general construction. The submission (Proposal Page 41) that contains the agreed upon price shall be acknowledged by both Contractor and Subcontractor. For purposes of this paragraph, the acknowledgment from the Subcontractor may contain the facsimile signature of an officer of the Subcontractor.

The Successful low bidder, before award of the contract, must obtain and provide to the County, from each of the above denoted Subcontractors, fully completed and signed Contract Disclosure Statement (Proposal Pages 24-32) and Required Disclosure of Relationships to County (Proposal Pages 33) forms.

The sealed lists of Subcontractors submitted by unsuccessful bidders shall be destroyed, unless you request that it be returned by checking the applicable box on Proposal Page 5.

The County of Westchester reserves the right to waive any informalities in the bids, or to reject any or all bids. No bidder may withdraw its bid within forty-five (45) days after the date of the bid opening.

Pursuant to Chapter 308 of the Laws of the County of Westchester, it is the goal of the County to use its best efforts to encourage, promote, and increase the participation of business enterprises owned and controlled by persons of color or women - Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

**REMINDER: All required licenses should be submitted with the Bid.**

COUNTY OF WESTCHESTER, NEW YORK  
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

BY: Hugh J. Greechan, Jr., P.E., Commissioner

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08 51 13                      ALUMINUM WINDOW  
08 71 00                      DOOR HARDWARE  
08 80 00                      GLAZING

**DIVISION 9 – FINISHES**  
**SECTION**

09 24 00                      CEMENT PLASTERING  
09 91 20                      PAINTING

**DIVISION 14 – CONVEYING SYSTEMS**  
**SECTION**

14 20 00                      MODERNIZATION OF ELEVATORS



# **1. GENERAL REQUIREMENTS AND PROPOSALS**

**DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION**

**Division of Engineering**

## GENERAL REQUIREMENTS

### 1. DESCRIPTION OF THE WORK

Work under this Contract includes all necessary labor, materials and equipment required to:

Provide all necessary labor, material and equipment required to provide exterior repairs, window & door replacement, masonry repairs and rehabilitation of elevators including related work.

It is not intended that this description of work mention each particular item required, but that it give information concerning the general scope and areas of work for the convenience of the bidders.

**THIS PROJECT IS NOT SUBJECT TO THE REQUIREMENTS OF THE “WICKS LAW”. ACCORDINGLY, EACH BIDDER IS REQUIRED TO SUBMIT SPECIFIC INFORMATION PERTAINING TO ITS PROPOSED SUBCONTRACTORS. PLEASE SEE THE “NOTICE TO CONTRACTORS” THAT FORMS A PART OF THESE BID DOCUMENTS.**

## GENERAL REQUIREMENTS

### 2. SUBCONTRACTING & DIRECT EMPLOYMENT OF LABOR

The Contractor shall not subcontract more than ninety (90%) percent of its bid. The Contractor must directly employ at least ten (10%) percent of the personnel working on this contract as measured in man-days worked.

“Directly employ” shall be construed to include only workers employed and paid directly by the Contractor, usually for wages or salary.

The Contractor expressly acknowledges that any violation of this provision constitutes a default under this contract.

### 3. REQUIRED TIME FOR COMPLETION OF THE WORK

Notification to commence the work will require the mandatory submission of all the executed contracts and the Certificates of Insurance after receipt of authority to award.

The Contractor shall commence the work embraced in this contract within ten (10) days of the service of Notice by the County to do so and shall complete the said work within 365 consecutive calendar days computed from the date of such Notice to commence.



## GENERAL REQUIREMENTS

### 4. SECURITY REGULATIONS

#### **Security Regulations For all County Facilities except County Correctional Facilities:**

- A. Contractor's attention is called to the fact that this work is to be performed on property which is the responsibility of the County; therefore, all personnel associated with this contract are subject to special conditions affecting security and control of the facilities operations. Every person required to enter the work site will be issued an ID card and be required to fill out appropriate applications. **There is a \$30.00 processing fee for each lost ID card**; remitted by check made payable to the County of Westchester. All ID processing will be scheduled by the Construction Administrator.
- B. The Contractor/Subcontractor shall issue a copy of the security regulations (Paragraph C) to all personnel engaged on this project.
- C. All Contractor/Subcontractor personnel shall be bound by the following security regulations for the duration of this contract.
  - 1) All personnel must conspicuously display the ID card and identify themselves upon request.
  - 2) If an ID card is misplaced or lost, report this immediately to the Inspector.
  - 3) All Contractor/Subcontractor personnel are responsible for all tools and equipment and you must report any loss immediately to the Construction Administrator.
  - 4) All personnel must observe all orders of the Owner.
  - 5) All personnel are to report any unusual incidents or problems to the Construction Administrator immediately.
  - 6) All personnel shall not possess or consume any alcoholic beverage or illegal drug or medication while on the property, or report to work under the influence of alcohol or drugs.
  - 7) Any vehicle left on the property must be locked and the ignition keys must be removed. Vehicles will not be left overnight without prior approval.
  - 8) All personnel shall not enter any other areas of the premises (except the areas agreed to) without prior approval of the Construction Administrator.

#### **Security Regulations For County Correctional Facilities:**

- A. Contractor's attention is called to the fact that this work is to be performed on property adjacent and/or within the County's Correctional Facilities; therefore, all personnel associated with this project are subject to special conditions affecting security and control of the Correctional Facility Operations. Every person required to enter the work site will be fingerprinted, processed for a photo ID card and be required to fill out appropriate applications. **There is a \$100.00 processing fee for each person**, checks made payable to the Commissioner of Finance. All ID processing will be scheduled by the Construction Administrator.

## GENERAL REQUIREMENTS

- B. All Contractors and Subcontractors shall issue a copy of the security regulations (Paragraph C) to all personnel to be engaged on this project.
- C. All Contractor's and Subcontractor's personnel shall be bound by the following security regulations for the duration of this project.
  - 1) All personnel entering the Penitentiary, Jail or Women's Unit must stop and identify themselves to the Control or Desk Officer who will issue the appropriate pass after ascertaining that they have been cleared to enter the facility. Only workers with valid ID will be permitted entry. **NO HELPERS.**
  - 2) All personnel must sign in the Visitor's Book, to include the following information: **PERSON'S NAME, COMPANY NAME, REASON FOR ENTRY, WORK LOCATION IN BUILDING.**
  - 3) All personnel must conspicuously display the ID card and identify themselves upon request.
  - 4) If ID card is misplaced or lost, report this loss immediately to the Shift Captain or Associate Warden.
  - 5) All tradesmen will be required to perform a tool inventory inspection of all tools in their possession to demonstrate to the admitting Correction Officer that the typed inventory list matches the tools each time they enter and leave the building. The tradesmen are responsible for keeping all tools and equipment locked when not in immediate use and they must report any loss of tools or equipment immediately to the Shift Captain or Associate Warden.
  - 6) All tradesmen and helpers shall carry all tools in a locked and secured tool box or tool cart. A typed inventory sheet shall be carried with the tool box/cart listing all hand and power tools. A manufacturer's MSD Sheet shall be carried with the tool box/cart for any chemical compound that the tradesman has in his/her possession.
  - 7) All debris (i.e. packaging, demolition, etc) shall be removed from the worksite at the end of each workday.
  - 8) All personnel are subject to search at all times.
  - 9) All personnel must observe all orders of Correctional Staff.
  - 10) All personnel are to report any unusual incidents or problems to a Correction Officer, Shift Captain or the Associate Warden immediately.
  - 11) All personnel shall not possess or consume any alcoholic beverage or illegal drug or medication while on County property, or report to work under the influence of alcohol or drugs.
  - 12) Any vehicle left on County property must be locked and the ignition keys must be removed. Vehicles will not be left over-night on County property without prior approval.
  - 13) All personnel shall not enter any other areas of the prison (except the areas agreed to) without prior approval of the Shift Captain or the Associate Warden.

## GENERAL REQUIREMENTS

- 14) All personnel shall not bring anything in for any inmate/detainee or staff member or take out anything for any inmate/detainee or staff member.
- 15) All personnel shall not engage in any unnecessary conversations with any inmate/detainee.
- 16) Weapons, i.e., guns, knives, blackjacks, to include any tool activated by gunpowder or other explosive charge is prohibited in the building (i.e., stud gun). Violators of this rule are subject to arrest.
- 17) All personnel must sign out when leaving and must return the ID card to the Control/Desktop Officer before leaving.
- 18) Failure of the contractor to follow these procedures will result in the contractor being denied access to the facility.

### 5. PAYMENT FOR BONDS AND INSURANCE

The amount bid for contract bonds and insurance shall not exceed 3% of the total contract price excluding the bid price for Miscellaneous Additional Work (Item W800) and Field Testing Equipment (W851), where applicable. Should the bidder exceed the foregoing three percent (3%), the Department will make the necessary adjustment to determine the total amount bid based on the arithmetically correct proposal.

The amount bid shall be payable with the first contract payment.

### 6. ADDITIONAL INSURANCE REQUIREMENTS

1. The successful bidder shall submit with their bid, copies of the Insurance Policies in the types and amounts as stipulated above in the Information for Bidders Section "Insurance Requirements". In addition to the "claims made" insurance policies, the contractor shall maintain an Asbestos and Lead Abatement General Liability Occurrence Policy, in amounts not less than \$1,000,000 and naming owner as the certificate holder.

"The County of Westchester" must be included as an Additional Named Insured under all insurance policies associated with this project.

2. The hauler carrying asbestos and lead to the disposal site in addition to the types and amounts stipulated in the Information of Bidders section "Insurance Requirements", shall carry Pollution Liability Insurance covering Transit, Sudden & Accidental, and Clean-up in the amount not less than \$1,000,000. Endorsements to existing policy will be acceptable

## GENERAL REQUIREMENTS

### CONTRACT DRAWINGS:

#### CONTRACT NUMBER 18-508

The Design Drawings, as listed on the Contract Drawing Index, herewith made a part of these Specifications, shows in general and/or in detail the work to be done under this Contract and/or the various Contracts forming the entire work for the Project, as described herein.

After sending the executed contract to the County and prior to the first job meeting, the Contractor is responsible for obtaining from Public Works, Division of Engineering, Michaelian Office Building, White Plains, a maximum of five gratis copies of the Contract Drawings and Specifications; for the Contractor's permanent possession. Additional sets, requested by the Contractor, beyond the permitted number and time limit, will be furnished by Public Works; but at the Contractor's expense.

<u>DRAWING NO.</u>	<u>TITLE</u>	<u>SHEET NO.</u>
54-24-T-344-0	Title Sheet & Index of Drawings	T-001
54-24-G-345-0	Scope of Work, General Notes & Scaffold Information	G-001
54-24-G-346-0	Abbreviations, Symbols, Material Legends & Notes	G-002
54-24-A-347-0	100 East First Street – Basement Plan	A-101
54-24-A-348-0	100 East First Street – 1 <sup>st</sup> Floor Plan	A-102
54-24-A-349-0	100 East First Street – 10 <sup>th</sup> Floor Plan	A-110
54-24-A-350-0	100 East First Street – Roof & Bulkhead Plans	A-111
54-24-A-351-0	100 East First Street – Exterior Building Elevations, North	A-201
54-24-A-352-0	100 East First Street – Exterior Building Elevations, East & Northwest	A-202
54-24-A-353-0	100 East First Street – Exterior Building Elevations, South	A-203
54-24-A-354-0	100 East First Street – Exterior Building Elevations, West	A-204
54-24-A-355-0	100 East First Street – Parapet, 10 <sup>th</sup> Floor & Bulkhead Elevations	A-205
54-24-A-356-0	9 Union Avenue House 1 – Exterior Building Elevations	A-206
54-24-A-357-0	9 Union Avenue House 2 – Exterior Building Elevations	A-207
54-24-A-358-0	Masonry Details	A-401
54-24-A-359-0	Masonry & Gutter/Downspout Details	A-402

Contract Drawings 1

## GENERAL REQUIREMENTS

54-24-A-360-0	Stair & Ramp Railing Details	A-501
54-24-A-361-0	Door Schedule & Details	A-701
54-24-A-362-0	Window Schedule & Details	A-702
54-24-A-363-0	Elevator Shaft Repair & Machine Room Plans	EL-001
54-24-A-364-0	Typical Elevator Cab Interior Details	EL-002
54-24-S-365-0	General Notes	S-001
54-24-S-366-0	Union Avenue – Bldg. 2 Ramp Demolition	DM-100
54-24-S-367-0	Union Avenue – Bldg. 2 Ramp Framing	S-101
54-24-S-368-0	Typical Details	S-006
54-24-H-369-0	General Notes & Scope of Work Tables	H-100
54-24-H-370-0	Exterior Building Elevation – North - Abatement Plan	H-101
54-24-H-371-0	Exterior Building Elevations – South - Abatement Plan	H-102
54-24-H-372-0	Exterior Building Elevations – West – Abatement Plan	H-103
54-24-H-373-0	Exterior Building Elevations – East & North West - Abatement Plan	H-104
54-24-H-374-0	100 East First Street – Roof & Bulkhead – Abatement Plan	H-105
54-24-H-375-0	9 Union Avenue House 1 – Exterior Building Elevations - Abatement Plan	H-106

Submit all proposal pages in this section, including all executed and unexecuted pages and fasten with a clip at the upper left hand corner.



**George Latimer, Westchester County Executive**

## **PROPOSAL PAGES**

**BUILDING RENOVATIONS  
MOUNT VERNON DISTRICT OFFICE  
AND MOUNT VERNON DISTRICT OFFICE ANNEX  
100 EAST FIRST STREET AND 9 UNION AVENUE  
MOUNT VERNON, NEW YORK**

**Contract No. 18-508**

**Bid Opening: July 7, 2021**

**By Bidder (Please Print)**

Firm/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

**For Official Use Only**

**DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION**

**Division of Engineering**

**PROPOSAL REQUIREMENTS**

**BIDDER'S IDENTIFICATION**

CONTRACT NO. \_\_\_\_\_

To the Commissioner of Public Works, Westchester County, New York, acting for the party of the first part.

Proposal made by \_\_\_\_\_  
as party of the second part.

Whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whose telephone number is \_\_\_\_\_

Whose E-mail address is \_\_\_\_\_

Whose Federal ID number is \_\_\_\_\_

Is bidder an individual,  
a partnership or a corporation? \_\_\_\_\_

If a partnership or corporation,  
give the names of all partners  
or officers with their titles \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If operating under a trade name or as partners, has the required Certificate been filed with a County Clerk in accordance with the General Business Law, Section 130?

Yes....[ ] No....[ ] N.A....[ ]

If the answer is NO, Certificate must be filed before the contract can be executed.

**NOTE:** the bid must be submitted using the Contractor's legal name, not just the "doing business as" (i.e. DBA) name.

**COMPLETE THIS FORM USING BLACK INK ONLY**

## **PROPOSAL REQUIREMENTS**

1. The undersigned, the bidder, does hereby declare that it has carefully read the contract specifications and has carefully studied the relevant plans, profiles and other drawings (as defined in Article "Contract Drawings" of the General Requirements) relating to the contract work, and has inspected the site(s) of the work..
2. The undersigned does hereby declare that it is the only one interested in its indicated bid; that the bid is in all respects without fraud or reservations; and that no official of the County or of the participating municipalities (if any), or any person in the employ of the County of participating municipalities (if any) is directly interested in the contract bid or in the supplies, equipment or works to which it relates, or in any part of the profits resulting there-from.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work under the contract in accordance with the plans, profiles, other drawings and specifications relating thereto, and to furnish all labor, tools, implements, machinery, forms, transportation and materials necessary and proper for said purpose at the following indicated lump sum price for the total work and/or the following indicated unit prices for the various items of the work.
4. The undersigned does hereby declare that the indicated price(s) cover all expenses of every kind incidental to the completion of the contract work, including all claims affecting the work, labor and materials, which may arise through any cause whatsoever, excepting as provided for in Article "Disputed Work-Notice Of Claims For Damages: of the General Clauses.
5. The undersigned hereby agrees that in the event that the quantities of contract work actually performed by the undersigned are less than the approximate quantities indicated in the specifications it will make no claim(s) for loss of anticipated profits.
6. The undersigned does hereby agree that it will execute a contract containing all the terms, conditions, provisions and covenants necessary to complete the work according to the appropriate plans and specifications, within ten working days after receipt by the undersigned of the contract from the County, and that if it fails to execute said contract within said period of time the County may rescind the contract award and may retain as liquidated damages and not as a penalty, any amounts submitted as the bid security accompanying the undersigned's proposal, and/or demand from the Bidder's Surety Company that executed the required Bid Bond and Consent of Surety to pay to the County the difference between the amount bid and the amount for which such contract is thereafter awarded, together with the cost to the County of reletting said contract up to the maximum aggregate amount of 25% of the amount bid.
7. The undersigned does hereby agree to commence the work encompassed under the contract within ten days after notification in writing from the Commissioner of Public Works or his authorized designee, unless a definite earlier or later start has been specified, and will complete the work fully and in every respect on or before the specified completion date; and further agrees that the County has the right to employ such combination of labor, equipment



## **PROPOSAL REQUIREMENTS**

and materials as may be required for the proper completion of the contract work and to deduct all costs from such monies as may be due the undersigned, in the event the contract work is not completed by the specified completion date.

8. The undersigned does hereby agree to comply with all relevant provisions of the Labor Laws of the State of New York, and agrees to adhere to the provisions relating to the eight-hour day and five-day week, the payments of minimum rates for labor, and the latest laws relative to payments for wages for labor on public contracts.
9. The undersigned does hereby agree to insure all persons connected with the contract work against accident, at its own expense, as prescribed by the Workmen's Compensation Law of the State of New York; and that it will be responsible for payments by itself, its subcontractors and vendors of all taxes applicable to the work, and all other payments as may be required by various laws and rules and regulations of the Federal Government, the State of New York and its political subdivisions and agencies, such payments including but not limited to the following:
  - A. Federal Social Security Taxes on employees' wages.
  - B. Applicable Federal Excise Taxes.
  - C. New York State Unemployment Insurance and Disability Payments, based on employees' wages.
10. The undersigned does hereby agree to accept their indicated lump sum price for the total work and/or their indicated unit prices for the various items of the work as the sole basis in the determination of the value of addition to, or deletions from the specified scope of the contract work.

11. ADDENDUM RECEIPT - CONTRACT NO. \_\_\_\_\_

(The undersigned shall fill in contract number above, and the required information below.)

The undersigned does hereby acknowledge receipt of the below listed addenda to the contract specifications:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**COMPLETE THIS FORM USING BLACK ONLY**

## **PROPOSAL REQUIREMENTS**

12. Bidders should not submit the entire Bid document with its bid submission. Instead, Bidders must submit ALL of the Proposal Pages. Proposal Pages are denoted by a border and are titled on the bottom as "Proposal Page \_\_\_\_".

Be sure that, where required, the forms have been completed and signed by a notary public.

**Proposal Page 12** must be completed by a surety company and submitted with the bid if a Performance and Payment Bond is required in accordance with the "Notice to Contractors".

### **13. NON-COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3) 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.
- B. A bid shall not be considered for award nor shall any award be made where a. (1), (2) and (3), above, have not been complied with; provided however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where a. (1), (2) and (3), above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not added for the purpose of restricting competition."
14. The undersigned and each person signing in behalf of the undersigned hereby executes the foregoing Affirmative Action Questionnaire, Proposal, Addendum Receipt and Non-Collusive Bidding Certification.
15. The undersigned and each person signing on behalf of the undersigned hereby certifies that

## **PROPOSAL REQUIREMENTS**

the person, firm or corporation submitting this proposal as the bidder has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of this bid.

16. The undersigned, by submitting the Proposal Pages, acknowledges that it has read the complete bid package including any and all addenda thereto and its bid includes all of the terms and conditions set forth in the bid documents, including, but not limited to, the Notice to Contractors, General Requirements and Proposals, Contract plans/drawings (if any), Proposal Forms, Information for Bidders, General Clauses, Sample Forms and Attachments, Sample Contract and Bond, Schedule of Hourly Rates and Supplements, Technical Specifications, any Special Notices and all applicable laws, rules and regulations. The undersigned further acknowledges that by submitting this bid the above denoted items are incorporated by reference and constitute an integral part of its bid.
17. The undersigned agrees that, if it is not the Successful bidder, the Sealed List of Subcontractors submitted with its bid can be destroyed by the County. **Please check the following box if you want the Sealed List of Subcontractors returned to you.** ☐

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Legal Name of Person, Firm or  
Corporation

(Seal of Corporation)

\_\_\_\_\_  
\_\_\_\_\_  
Business Address of Person, Firm or Corporation

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**COMPLETE THIS FORM USING BLACK INK ONLY**

ITEMIZED PROPOSAL

ITEM NO.	DESCRIPTION	AMOUNT BID	
		DOLLARS	CENTS
A	For providing all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications for the Building Renovations, Mount Vernon District Office And Mount Vernon District Office Annex 100 East First Street And 9 Union Avenue, Mount Vernon, New York	\$	
B	Contract Bonds and Insurance (Must not exceed 3.00% of Subtotal shown above)	\$	
C	Necessary for Miscellaneous Additional Work per Article "Miscellaneous Additional Work (Item W-800)" of Information for Bidders, as directed	\$ 800,000	00
<b>TOTAL SUM OF AMOUNT BID FOR BASE BID ITEMS A, B, &amp; C (WRITTEN IN FIGURES)</b>		\$	

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

Signature/Title

COMPLETE THIS FORM USING BLACK INK ONLY

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Corporate)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which  
executed the within instrument, who being by me duly sworn did depose and say that he the said \_\_\_\_\_  
\_\_\_\_\_ resides at \_\_\_\_\_  
\_\_\_\_\_ and that he is \_\_\_\_\_ of said corporation and knows the corporate  
seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and  
that it was so affixed by order of the Board of Directors of said corporation, and that he signed his  
name thereto by like order.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Individual)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be the same person described in  
and who executed the within instrument and he duly acknowledged to me that he executed the same  
for the purpose herein mentioned and, if operating under the trade name, that the certificate required  
by the New York State General Business Law Section 130 has been filed with the County Clerk of  
Westchester County.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Co-Partnership)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be a member of the firm of \_\_\_\_\_  
\_\_\_\_\_ and the person described in, and who executed the  
within instrument in behalf of said firm, and he acknowledged to me that he executed the same in  
behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate  
required by the New York State General Business Law Section 130 has been filed with the County  
Clerk of Westchester County.

\_\_\_\_\_  
Notary Public

**COMPLETE THIS FORM USING BLACK INK ONLY**

## CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation/Sole Officer)

STATE OF NEW YORK                     )  
   ) ss.:  
COUNTY OF                                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me  
personally came \_\_\_\_\_ to me known and  
(Name)

known to me to be the \_\_\_\_\_  
(Title)

of \_\_\_\_\_, the corporation described in and which  
(Name of Corporation)

executed the within instrument, who being by me duly sworn did depose and say that he/she,  
resides at \_\_\_\_\_

and that he/she signed the within instrument, on behalf of said corporation, in his/her capacity  
as the \_\_\_\_\_ and sole officer and director of said corporation  
(Title)

and that he/she owns all the issued and outstanding capital stock of said corporation.

Notary Public

**COMPLETE THIS FORM USING BLACK INK ONLY**

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF NEW YORK        )  
                                      ) ss.:  
COUNTY OF                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me

personally came \_\_\_\_\_ to me known to be the individual  
(*Name of individual who signed agreement*)

who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that

(s)he is (the)(a) \_\_\_\_\_ of \_\_\_\_\_,  
(*member*)(*manager*)                               (*name of limited liability company*)

a \_\_\_\_\_ limited liability company, and that (s)he has authority  
(*name of state*)

to sign the same, and acknowledged that (s)he executed the same as the act and deed of said limited liability company.

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires on: \_\_\_\_\_

**COMPLETE THIS FORM USING BLACK INK ONLY**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than officer executing proposed documents)

certify that I am \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_  
(Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that \_\_\_\_\_  
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution the

\_\_\_\_\_ of the Contractor; that said agreement was  
(Title of such person)

duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto

duly organized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

(SEAL)

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be  
the \_\_\_\_\_ of \_\_\_\_\_, the  
Corporation described in and which executed the above certificate, who being by me duly sworn did  
depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_ and that he is \_\_\_\_\_  
\_\_\_\_\_ of said Corporation and knows the Corporate Seal of the said  
Corporation; that the seal affixed to the above certificate is such Corporate Seal and that it was so  
affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto  
by like order.

\_\_\_\_\_  
Notary Public

**COMPLETE THIS FORM IN BLACK INK ONLY**



# CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY

I, \_\_\_\_\_,  
(member or manager other than person executing the agreement)

certify that I am a \_\_\_\_\_ of \_\_\_\_\_  
(member/manager) (Name of Limited Liability Company)

(the “LLC”) duly organized under the Laws of the State of \_\_\_\_\_; that  
(Name of State)

\_\_\_\_\_, who signed said agreement on behalf of the LLC.  
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Contract was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes herein mentioned.

(Signature)

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, and known to me to be the \_\_\_\_\_  
*(name of member/manager)* *(member/manager)*  
described in and who executed the above certificate, who being be me duly sworn did depose and say that he resides at \_\_\_\_\_, and he is a  
(member/manager) of said LLC; that he is duly authorized to execute said certificate on behalf of said LLC, and that he signed his name thereto pursuant to such authority.

*Notary Public*

County

My Commission Expires on:\_\_\_\_\_

**COMPLETE THIS FORM USING BLACK INK ONLY**

***Required for all Bids over \$100,000 where a Performance & Payment Bond  
is Required in accordance with the "Notice to Contractors"***

CONTRACT NO. \_\_\_\_\_

**BID BOND AND CONSENT OF SURETY**

KNOW ALL PERSONS BY THESE PRESENTS, That \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address)  
(hereinafter called the "Principal") and the \_\_\_\_\_ a  
corporation created and existing under the laws of the State of \_\_\_\_\_, having its principal office  
at \_\_\_\_\_ (hereinafter called the "Surety"),  
(PRINT FULL ADDRESS OF SURETY)

are held and firmly bound unto the County of Westchester (hereinafter called the "Obligee"), in the full just  
sum of *Twenty-Five (25%) Percent of the Attached Bid*, good and lawful money of the United States of  
America, for the payment of which said sum of money, well and truly to be made and done, the said  
Principal binds themselves (himself/herself, itself), their (his/her, its) heirs, executors and administrators,  
successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally,  
firmly by these presents:

WHEREAS, the said Principal has submitted to the County of Westchester, New York, a  
proposal/bid for Contract Number: \_\_\_\_\_  
Project Title: \_\_\_\_\_ and  
\_\_\_\_\_

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said  
Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract  
documents, furnish all required insurance and furnish such Performance and Payment Bonds or other bonds  
as may be required in accordance with the terms of the Principal's said proposal/bid.

NOW, THEREFORE, the Surety agrees:

- (i) if the Contract for which the preceding estimate and proposal is made, is awarded to the Bidder by  
the County, the Surety shall become bound as Surety and guarantor for the faithful performance of the  
Contract and shall execute and deliver a Performance & Payment Bond, in a form acceptable to the County,  
in the amount of 100% of the total Contract price, or such other amount as may be specified in the Bid  
documents, and shall execute the Contract as party of the third part when required to do so by the Board of  
Acquisition and Contract of the County; and
- (ii) if the Bidder shall, upon award of the Contract to the Bidder, fail or refuse to execute the Contract  
and furnish the necessary bonds and insurance certificates, the Surety shall, on demand by the County, pay to  
the County the difference between the amount bid and the amount for which such contract is thereafter  
awarded, together with the cost to the County of reletting said Contract, up to the maximum aggregate  
amount of this bond.
- (iii) the condition of the foregoing obligation is such, that if the said Principal shall promptly execute  
and submit, and the County shall accept, all required contract documents including insurance and such  
Performance and Payment Bond or other bonds, all as may be required in accordance with the terms of the  
Principal's said bid/proposal, then this obligation shall be null and void, otherwise to remain in full force and  
virtue.

The Surety, for value received, the receipt of which is hereby acknowledged by the Surety, hereby stipulates and agrees that the obligation of the Surety and of its bond shall remain absolute and shall be in no way impaired, affected or discharged by an extension of time, mutually agreed to by the County and the Bidder, within which the County may award said Contract, and the Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its duly authorized officer this\_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

Signed and delivered this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of:

\_\_\_\_\_  
(Print Name of Contractor)

\_\_\_\_\_  
(Signature) Principal

\_\_\_\_\_  
(Title of Authorized Officer)

\_\_\_\_\_  
(Print Name of Surety)

By \_\_\_\_\_ Surety  
(Signature)

\_\_\_\_\_  
(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition, a copy of the resolution authorizing the execution of Bonds by officers of the Surety Company, Power of Attorney, Surety Acknowledgment.)

## **AFFIRMATIVE ACTION PROGRAM REQUIREMENT**

### **Affirmative Action Program**

An approved Affirmative Action Plan shall be required in all contracts for public work where the awarded contract amount exceeds \$50,000 or more than fourteen (14) persons are employed by the Contractor and/or his subcontractors.

Does the Contractor participate in an approved Affirmative Action Program? Yes [ ☐ ]    No [ ☐ ]

If Yes, give name of Program: \_\_\_\_\_

\_\_\_\_\_

If No, how many employees (total) does the Contractor employ. Please also include in your count the number of employees the Contractor and its Subcontractors expect to use on this project: \_\_\_\_\_

An approved Affirmative Action Program shall mean a plan approved or adopted by Westchester County including but not limited to, the Home-Town Plan, the Recruitment Training Program or any other program approved or meeting the requirements of the State or Federal government.

The "Monthly Employment Utilization Report" of the Sample Forms, shall be filled out by the Contractor and/or Subcontractor(s) who are required to have an Affirmative Action Program, prior to the start of the work.

Before any subcontractor is approved for use on this contract it will have to complete and submit the "Affirmative Action Program Requirement- Subcontractors" form of the Sample Forms.

**COMPLETE THIS FORM USING BLACK INK ONLY**

**APPRENTICESHIP TRAINING PROGRAM REQUIREMENT**

Apprenticeship Training Program

An approved Apprenticeship Training Program shall be required in all contracts for public work where the awarded contract amount exceeds \$50,000. and more than fourteen (14) persons are employed by the Contractor or Subcontractor(s).

Will the Contractor utilize apprentices for this  
Contract? Yes [ ] No [ ]

If Contractor Yes, do the apprentices participate in an approved Apprenticeship  
Training Program? Yes [ ] No [ ]

If Contractor Yes, give the name of the Program: \_\_\_\_\_  
\_\_\_\_\_

Will the Subcontractor(s) utilize apprentices for this  
Contract? Yes [ ] No [ ]

If Subcontractor(s) Yes, do the apprentices participate in an approved Apprenticeship  
Training Program? Yes [ ] No [ ]

If Subcontractor(s) Yes, give the name of the Program: \_\_\_\_\_  
\_\_\_\_\_

AN APPROVED APPRENTICESHIP TRAINING PROGRAM SHALL MEAN A NEW YORK  
STATE REGISTERED APPRENTICESHIP TRAINING PROGRAM AS DEFINED UNDER  
THE NEW YORK STATE LABOR LAW.

**COMPLETE THIS FORM USING BLACK INK ONLY**

## **CERTIFICATE OF LICENSE**

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

\_\_\_\_\_, being duly sworn  
(Name)

deposes and says that the following statements are true:

(1) I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_, the bidder named on the  
(Name of Contractor)

bid proposal, and I have read and am familiar with: a) the electrical license requirements contained in the Information for Bidders of the bid, b) Chapter 277 Article XVII of the Laws of Westchester County entitled Electrical Licensing Board and the Licensing of Master Electricians, and c) the Westchester County Electrical Licensing Board Rules and Regulations.

(2) I am familiar with, and this bid is being submitted in compliance with, the Westchester County Electrical Licensing Board Rules and Regulations, in particular No. 11, which states as follows:

No individual holding a Master Electrician's License shall lend such License to any person or allow any other person to carry on, engage in, or labor at the business as defined herein of installing, removing, altering, testing, replacing, or repairing electrical systems. A violation of this section by any person holding a License shall be sufficient cause for revocation of such License.

However, nothing herein shall be construed to prohibit the use of a License by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that fifty-one (51) percent or more of the control of the voting capital stock of such partnership, corporation, or other business association is owned by one (1) or more holders of a Westchester County Master Electrical License and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such License holder or holders.

(3) That, as of this date, the bidder submitting the bid possesses the applicable valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board; that this License is being used in compliance with the Laws of Westchester County and Westchester County Electrical Licensing Board Rules and Regulations; and **I have provided a copy of such license with the sealed bid proposal.**

**COMPLETE THIS FORM USING BLACK INK ONLY**

**CERTIFICATE OF LICENSE (Continued)**

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

(4) That all electrical work shall be performed in accordance with the requirements of Chapter 277 Article XVII of the Laws of Westchester County entitled Electrical Licensing Board and the Licensing of Master Electricians and the Westchester County Electrical Licensing Board Rules and Regulations.

(5) That I make this statement in connection with the submission of the bid as proof of the required electrical license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

\_\_\_\_\_

Signature

Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

License No.

\_\_\_\_\_  
Notary Public - State of New York

**COMPLETE THIS FORM USING BLACK INK ONLY**

**CERTIFICATE OF LICENSE**

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

\_\_\_\_\_, being duly sworn  
(Name)

deposes and says that the following statements are true:

(1) I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_, the bidder named on the  
(Name of Contractor)

bid proposal, and I have read and am familiar with: a) the plumbing license requirements contained in the Information for Bidders of the bid, b) Chapter 277 Article XV of the Laws of Westchester County entitled Westchester County Board of Plumbing Examiners and County-wide Plumbing License, and c) the Westchester County Board of Plumbing Examiners Rules and Regulations.

(2) I am familiar with, and this bid is being submitted in compliance with, Section 277.509A of Article XV of Chapter 277 of the Laws of Westchester County, which states as follows:

A. No holder of a license or certification issued under this article shall authorize, consent to or permit the use of his or her license or certification by or on behalf of any other person. No person who has not qualified or obtained a license or certification under this article shall represent himself or herself to the public as holder of a license or certification issued under this article, either directly, by means of signs, sign cards metal plates or stationery, or indirectly in any other manner whatsoever. However, nothing herein shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that 51 percent or more of the control of the voting capital stock of such partnership, corporation or other business association is owned by one or more holders of a Westchester County master plumbing license and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such license holder or holders.

(3) That, as of this date, the bidder submitting the bid possesses a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners; that this License is being used in compliance with the Laws of Westchester County and the Westchester County Board of Plumbing Examiners Rules and Regulations; and **I have provided a copy of such license with the sealed bid proposal.**

**COMPLETE THIS FORM USING BLACK INK ONLY**



**CERTIFICATE OF LICENSE (Continued)**

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

(4) That all plumbing work shall be performed in accordance with the requirements of Chapter 277, Article XV of the Laws of Westchester County entitled Westchester County Board of Plumbing Examiners and County-wide Plumbing License, and the Westchester County Board of Plumbing Examiners Rules and Regulations.

(5) That I make this statement in connection with the submission of the bid as proof of the required plumbing license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

\_\_\_\_\_

Signature

Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

License No.

\_\_\_\_\_  
Notary Public - State of New York

**COMPLETE THIS FORM USING BLACK INK ONLY**

**CERTIFICATE OF LICENSE**

(TO BE COMPLETED BY A HAULING BIDDER OR SUBCONTRACTOR ONLY)

\_\_\_\_\_, being duly sworn  
(Name)

deposes and says that the following statements are true:

(1) I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_, the bidder/subcontractor (circle one)  
(Name of Contractor)

named on the foregoing bid proposal, and I have read and am familiar with the hauling license requirements contained in the Information for Bidders of the foregoing bid.

(2) That, as of this date, the bidder submitting the foregoing bid/subcontractor of the bidder submitting the foregoing bid (circle one) possesses a valid \_\_\_\_\_ license  
(License type, i.e. Class "A")  
issued by the Westchester County Solid Waste Commission.

(3) That all hauling work shall be performed in accordance with the requirements of Chapter 826-a of the Laws of Westchester County.

(4) That I make this statement in connection with the submission of the foregoing bid as proof of the required hauling license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

\_\_\_\_\_  
Signature

Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Notary Public - State of New York

**COMPLETE THIS FORM USING BLACK INK ONLY**

**STORMWATER POLLUTION PREVENTION CERTIFICATION**

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan ("SPPP") for the construction site identified in such SPPP as a condition of authorization to discharge stormwater. I also understand the operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and it is unlawful for any person to contribute to a violation of water quality standards.

\_\_\_\_\_  
Signature

Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public – State of New York, County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_.

***This Certification will also have to be signed by your subcontractors. Additional copies of this form can be acquired from the Department of Public Works.***

**COMPLETE THIS FORM USING BLACK INK ONLY**

**PREVAILING WAGE RATES AND SUPPLEMENTS**

Compliance with the New York State Construction (Article 1, Section 17) and the New York State Labor Law (Section 220)

Is your firm in full compliance with the New York State Labor Law?  
(Please check one)

Yes \_\_\_\_\_

No \_\_\_\_\_

Are the wage supplements paid into a Federally approved program?  
(Please check one)

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, please indicate which program:

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If No, please indicate how the supplements are being paid:

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Yes, I have read and understand the terms of this Contract and the laws of this Agreement:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

**COMPLETE THIS FORM USING BLACK INK ONLY**

**MINORITY/WOMEN BUSINESS ENTERPRISE PROGRAM QUESTIONNAIRE**  
**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES**  
**OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR**

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
  - a. is at least 51% owned by one or more persons of color or women;
  - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
  - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
  - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

\_\_\_\_\_ No

\_\_\_\_\_ Yes

**Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.**

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

\_\_\_\_\_ Women

\_\_\_\_\_ Persons of Color (*please check off below all that apply*)

\_\_\_\_\_ Black persons having origins in any of the Black African racial groups

\_\_\_\_\_ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

\_\_\_\_\_ Native American or Alaskan native persons having origins in any of the original peoples of North America

\_\_\_\_\_ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of person completing questionnaire: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

## CONTRACTOR'S DISCLOSURE STATEMENT

### Instructions:

The County of Westchester, in order to insure that it employs responsible contractors for its major construction projects, requires all bidders for construction contracts (which includes reconstruction and repair) with an estimated value of One Hundred Thousand (\$100,000.00) or more Dollars to answer completely and swear to the questions below. If a Contractor Disclosure Statement has been included with this bid specification, then the County has determined that it is applicable to this bid. All subcontractors whose contract has a value of One Hundred Thousand (\$100,000.00) or more Dollars must also submit a Contractor Disclosure Statement.

Please read the questions carefully and answer them completely. Before you answer these questions, please read the definitions of terms used in these questions. While you may contact the Department of Public Works if you have questions about this form, the County cannot provide you with any legal advice for which you must contact your own lawyer. **FAILURE TO COMPLETE THIS CONTRACTOR DISCLOSURE STATEMENT IN GOOD FAITH MAY RESULT IN THE REJECTION OF YOUR BID.**

If you have previously filled out a Contractor Disclosure Statement for another County bid and only some but not all of your responses have changed, attach a copy of the prior Contractor Disclosure Statement and check #2 below indicating changes only and only answer those questions which have changed since you last filled out the Contractor Disclosure Statement.

If you have previously completed a Contractor Disclosure Statement for another County bid and nothing has changed in your responses to the questions, then check #3 and fill out the attached No Change Affidavit. Attach a copy of the prior Contractor Disclosure Statement to the No Change Affidavit.

NOTE IF THE SPACES PROVIDED FOR ANSWERS ARE NOT SUFFICIENT FOR YOU TO COMPLETE YOUR ANSWER TO A PARTICULAR QUESTION, THEN ATTACH ADDITIONAL PAGES TO THIS CONTRACTOR DISCLOSURE STATEMENT WHICH INDICATE THE NUMBER OF THE QUESTION THAT YOU ARE COMPLETING THE ANSWER FOR.

ALSO DO NOT LEAVE ANY ANSWERS BLANK. IF A QUESTION IS NOT APPLICABLE, ANSWER - N/A – AND OFFER A BRIEF EXPLANATION AS TO WHY THE QUESTION DOES NOT APPLY.

### Definitions:

**Affiliate** – is another Business Entity in which the Contractor or one or more of the Principals of the Contractor has an ownership interest of more than fifty (50%) percent. An Affiliate is also another Business Entity in which the Parent of the Contractor owns more than fifty (50%) percent of that other Business Entity.

**Agency or Government Agency** – is any Federal, State, City or other local agency including, but not limited to, departments, offices, quasi-public agencies, public authorities and

## CONTRACTOR'S DISCLOSURE STATEMENT

corporations, boards of education and higher education, public development corporations and local development corporations.

**Assignee** – is a person or Business Entity to whom an assignment (e.g., a transfer to another of any property, real or personal, including a transfer of any rights in such property) is made.

**Business Address** – is the location of principal executive offices and is also the primary place of business in Westchester County, if different.

**Business Entity** – is any profit-seeking business including, but not limited to, corporations, limited and general partnerships, joint ventures and individual (sole) proprietorships.

**Contract** – is any binding agreement with any Government Agency or other Business Entity for the provision of goods, or services including, but not limited to, construction.

**Contractor** – is the Business Entity submitting this Contractor Disclosure Statement.

**Contractor Disclosure Statement** – is this document.

**Control** – A Business Entity controls another Business Entity when:

- The controlling Business Entity owns more than fifty (50%) percent of the controlled Business Entity, or
- The controlling Business Entity directs or has the right to direct daily operations of the controlled Business Entity, or
- The same person is a Principal in both businesses and directs the daily operations of the controlled Business Entity.

**Investigations** – is any official inquiry by any Government Agency, with the exception of background investigations for employment.

**Officer** – is any individual who serves in the function of chief executive officer, chief financial officer or chief operating officer of the Business Entity by whatever titles known.

**Parent** – is a Business Entity which owns more than fifty (50%) percent of another Business Entity.

**Principal** – is an individual, partnership, joint venture or corporation which holds ten (10%) percent or more ownership interest in the Business Entity.

**Partner** – shall mean a person or Business Entity that has a joint ownership in a particular business, but the ownership interest is not as a shareholder of a corporation.

**Successor** – is a person or Business Entity that takes the place that another has left. With reference to a corporation, a successor shall mean another corporation which, through amalgamation, consolidation, or other legal succession, becomes invested with the rights and assumes the burdens of the first corporation.



## CONTRACTOR'S DISCLOSURE STATEMENT

CONTRACT NO.: \_\_\_\_\_

☐ Check if Subcontractor

### Type Of Submission

*(Put a X or √ next to the applicable type of submission)*

1. **Fully Completed Contractor Disclosure Statement** \_\_\_\_\_  
*(Sign Oath on last page of Disclosure Statement)*

2. **Changes Only Contractor Disclosure Statement** \_\_\_\_\_  
*(Attach copy of previously filed Contractor Disclosure Statement that you are amending. Denote any changes on the following Contractor Disclosure Statement. Sign Oath on last page of this Disclosure Statement)*

3. **No Change** \_\_\_\_\_  
*(Fill out "No Change Affidavit" [below] and attach copy of previously filed Contractor Disclosure Statement)*

## **NO CHANGE AFFIDAVIT**

I swear that the attached Contractor Disclosure Statement was submitted to the County of Westchester on \_\_\_\_\_ and was true as signed, and that  
*(Date)*  
since the above date nothing has occurred which changes in any way the responses made to the questions contained in the attached Contractor Disclosure Statement.

Submitted by: \_\_\_\_\_  
*(Signature)*

Name (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

**COMPLETE THIS FORM USING BLACK INK ONLY**

**CONTRACTOR'S DISCLOSURE STATEMENT**

**Questions:**

1. The Business Address and taxpayer identification number of Contractor and primary telephone number for such location.

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2. List the Business Addresses and primary telephone numbers for such locations, if different from answer to #1 above, where Contractor has been located over the last five (5) years.

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3. List all other names and taxpayer identification numbers under which the Contractor, or the Principals and Officers of Contractor, have conducted business within the prior five (5) years.

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4. For any response to #3 above, list any and all Westchester County contracts that were awarded to such "other name" Business Entity.

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5. List the type of Business Entity that the Contractor is presently organized as (for example - sole proprietorship, partnership, joint venture or corporation).

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**COMPLETE THIS FORM USING BLACK INK ONLY**

**CONTRACTOR'S DISCLOSURE STATEMENT**

6. If Contractor is a corporation, list the date that the Contractor was incorporated. Also list the name of the Government Agency and location of said Agency in which a certificate of incorporation, certificate of doing business or equivalent, has been filed and the date of any amendments thereto. If, however, the Contractor is a partnership, list the date that the partnership was formed and the name of the Government Agency and location of said Agency in which a business certificate for partnership or equivalent has been filed.

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7. List all the names, current Business Addresses and business telephone numbers of the Principals and Officers of the Contractor. If the Contractor is a partnership, list all partners and their business telephone numbers.

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8. List the names, current Business Addresses, telephone numbers and taxpayer identification numbers of all Affiliates of the Contractor.

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9. List all the names, Business Addresses and telephone numbers of the Principals and Officers of the Affiliates listed in response to #7 above. If the Affiliate is a partnership, list the Business Addresses and business telephone numbers of all partners.

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**COMPLETE THIS FORM USING BLACK INK ONLY**

CONTRACTOR'S DISCLOSURE STATEMENT

10. Is the Contractor Controlled by another Business Entity? \_\_\_\_ Yes \_\_\_\_ No. If you answered yes, please identify the name, Business Address and telephone number of that Controlling Business Entity and list any contracts that the Controlling Business Entity has had with Westchester County in the past five (5) years?

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11. If the Contractor has Control of any other Business Entity that has had a Contract with the County of Westchester in the past five (5) years, please identify the name, Business Address and telephone number of that Controlled Business Entity.

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12. List any and all contract sanctions imposed on the Contractor or on a Business Entity listed in response to #3 above that was imposed by a Government Agency during the prior five (5) years, including, but not limited to, all cautions, suspensions, debarments, cancellations of a contract based on business conduct, declarations of default, determinations of ineligibility to bid or whether any proceedings to determine eligibility to bid are pending.

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13. List the contract sanction history for the past five (5) years, as defined in #12 above, for any Affiliate of the Contractor.

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**COMPLETE THIS FORM USING BLACK INK ONLY**

**CONTRACTOR'S DISCLOSURE STATEMENT**

14. If you answered yes to #10 above, list the contract sanction history as defined in #12 above for the Controlling Business Entity during the past five (5) years.

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15. List any and all prevailing wage or supplement payment violations; state labor law violations deemed willful and any other federal or state citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation regarding the Contractor.

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16. List all Investigations of the Contractor, its Principals and Officers or, if a partnership, of the Contractor's Partners. Also list all investigations of Affiliates, their Principals and Officers or, if a partnership, of their Partners.

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**COMPLETE THIS FORM USING BLACK INK ONLY**

CONTRACTOR'S DISCLOSURE STATEMENT

17. Have all Federal and State income tax returns, if required, been filed by Contractor during the last five (5) years? \_\_\_\_Yes \_\_\_\_No If you answered no, please explain why such returns were not filed.

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18. Are there any criminal proceedings pending against the Contractor or any Principal or Officer of the Contractor or partner, if Contractor is a partnership? \_\_\_\_Yes \_\_\_\_No If you answered yes, please provide details of the pending criminal proceedings.

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19. List the record of all criminal convictions of the Contractor, any Principal or Officer or partner, if Contractor is a partnership, and of any former Principal or Officer, of the Contractor or former partner, if Contractor is a partnership, for any crime related to truthfulness or business conduct and for any felony committed within the prior ten (10) years.

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20. List all bankruptcy proceedings that the Contractor or its Affiliates have been the subject of within the past seven (7) years, whether pending or completed.

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**COMPLETE THIS FORM USING BLACK INK ONLY**

CONTRACTOR'S DISCLOSURE STATEMENT

21. Is the Contractor a successor, assignee or Affiliate of a Business Entity that has ever been denied a Contract or deemed ineligible to bid on a Government Agency contract?

\_\_\_\_ Yes   No \_\_\_\_      If you answered yes, explain below.

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**OATH**

I swear that all of the above answers are true based on my knowledge of the facts, or are believed by me to be true, based upon a review of records containing the facts or based upon information I obtained from someone who has knowledge of the facts; and that I have authority to sign this document; and that the answers given above have not been made in a manner intended to deceive or to defeat the purpose of the Contractor Disclosure Statement, which is to assist the County of Westchester in determining if the Contractor is a responsible bidder.

Submitted by: \_\_\_\_\_  
(Signature)

Name (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

**COMPLETE THIS FORM USING BLACK INK ONLY**

## **REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

**(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)**

**Contract Name and/or ID No.:**

*(To be filled in by County)*

**Name of Contractor:**

*(To be filled in by Contractor)*

*A potential County contractor must complete this form as part of the proposed County contract.*

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

- 3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Contractor or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.



**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES**  
**OWNED AND CONTROLLED BY**  
**SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

3. If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

Name/Title of Person completing Questionnaire: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF                )

\_\_\_\_\_

Notary Public

Date:

**SCHEDULE "F"**  
**CRIMINAL BACKGROUND DISCLOSURE**  
**INSTRUCTIONS**

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.<sup>1</sup> Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

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<sup>1</sup> For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1–2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

### **Exemptions**

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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<sup>2</sup> Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

**New Persons Subject to Disclosure**

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

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*PLEASE CONTINUE TO THE*

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*

**CONTRACT #:** \_\_\_\_\_

Name of Consultant, Contractor, Lessee, or Licensee: \_\_\_\_\_

**CRIMINAL BACKGROUND DISCLOSURE**  
**FORM AND CERTIFICATION**

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: \_\_\_\_\_

I, \_\_\_\_\_, certify that I am a principal or a  
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

**It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.**

**It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.**

**It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

**SUBCONTRACTOR'S SEALED BID SUBMISSION**

Westchester County Contract No.: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of Contractor to whom  
this bid is submitted: \_\_\_\_\_

Scope of Work to be performed by Subcontractor (e.g., electrical, plumbing, HVAC):

\_\_\_\_\_  
\_\_\_\_\_

The price agreed upon by and between Contractor and Subcontractor for the full  
performance of the Subcontractor's work:

\$: \_\_\_\_\_

In words (e.g, one hundred thousand dollars and xx/100):

\_\_\_\_\_  
\_\_\_\_\_

**Subcontractor**

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
(print name & title)

By \_\_\_\_\_  
(print name & title)

**THE SUCCESSFUL LOW BIDDER, BEFORE AWARD OF THE CONTRACT, MUST  
PROCURE AND PROVIDE TO THE COUNTY, FROM EACH OF THE ABOVE  
DENOTED SUBCONTRACTORS, A CONTRACT DISCLOSURE STATEMENT  
(PROPOSAL PAGES 24-32) AND THE REQUIRED DISCLOSURE OF  
RELATIONSHIPS TO COUNTY (PROPOSAL PAGES 33-34)**

**COMPLETE THIS FORM USING BLACK INK ONLY**



**INFORMATION FOR BIDDERS**



**2. INFORMATION FOR BIDDERS**

**DEPARTMENT OF PUBLIC WORKS**

**Division of Engineering**

## INFORMATION FOR BIDDERS

### 1. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Westchester County Department of Public Works, Division of Engineering, Room 512, Michaelian Office Building, White Plains, New York, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the internet not later than three (3) days prior to the date fixed for the opening of bids. Revisions to plans or drawings requiring the issuance of additional or revised drawings will be noted on the internet with instructions how to acquire copies of such revised plans or drawings. Failure of any bidder to receive any such addendum or interpretation or any other form, instrument or document shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents.

A bidder's failure to request a clarification, interpretation, etc. of any portion of the plans, specifications, or contract or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

### 2. VOIDED CLAUSES

Wherever in this booklet any page is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect.

### 3. PRE-BID SITE INSPECTION

Unless otherwise stated, on building construction work, bidders are free and encouraged to examine the work site during normal work hours preceding the date on which bids are to be opened. For those bidders requesting further clarification of the conditions, an appointment with the County's representative, on the eighth day (Tuesday) prior to the bid opening date, can be requested, by contacting the, Department of Public Works, Division of Engineering at (914) 995-2553.

Each bidder must inform itself fully of the conditions relating to the work to be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its Bid.

At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda).

### 4. BID SECURITY

**Bid Security shall be provided in accordance with the "Notice to Contractors."** Where

## INFORMATION FOR BIDDERS

a Performance and Payment bond is required in the Notice to Contractors, the executed “Bid Bond and Consent of Surety” of the Proposal Pages must be submitted with the Bid when the bid is more than \$100,000. The successful bidder, no matter the size of its bid, will be required to furnish a Performance and Payment Bond.

Where a Performance and Payment Bond is not specified in the Notice to Contractors, then the required Security may be furnished in the form of a Certified Check; drawn to the order of “County of Westchester, clipped to the top of the front cover and submitted with the Bid.

Certified checks submitted will be returned to all bidders submitting certified checks within three (3) days after the opening of bids unless the bidder or bidders submitting certified checks are among the two lowest bidders. At any time after the opening of bids, the second lowest bidder, if the second lowest bidder has submitted a certified check, may substitute a bid bond for the certified check by presenting the bond to the Secretary of the Board of Acquisition and Contract. This bond shall be in the form and coverage required by the County and shall be in an amount not less than the amount of the bidder's certified check. After receipt, approval and acceptance of the bond by the County, the County will forward to the bidder a County check in an amount equal to the bidder's certified check.

All certified checks submitted will be returned to the two lowest bidders within 48 hours after the successful bidder executes the required contract and furnishes the County with all necessary bonds and insurance certificates.

In the event that the successful bidder has not executed the required contract and furnished the required bonds and insurance certificates within forty-five (45) days after the opening of bids, the County, upon demand from a bidder (except for the successful bidder), will send a County check to the bidder in the amount of the bidder's certified check.

Failure of the successful bidder to execute the contract and furnish the necessary bonds and insurance certificates shall result in forfeiture of the bid security, such sum to be retained by the County as liquidated damages.

### 5. PERFORMANCE AND PAYMENT BOND

#### **If required pursuant to "Notice to Contractors."**

If a Performance and Payment bond is required in accordance with the “Notice to Contractors”, the “Bid Bond and Consent of Surety” of the Proposal Pages must be executed by the Contractor’s Surety Company and submitted with the Bid for all bids over \$100,000.

Simultaneously with its delivery of the executed contract, the successful bidder shall deliver to the County an executed bond in the amount of one hundred percent of the accepted bid as security for the faithful performance of its contract and in the amount of one hundred percent for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in satisfactory form and having as surety thereon such bond underwriter or surety that appears on the U.S. Treasury’s listing of approved sureties (Department Circular 570), and is licensed to transact business in New York State. In the event such Surety ceases to appear on the U.S. Treasury’s listing of approved sureties (Department Circular 570) or ceases to be licensed to transact business in New York State or becomes insolvent or enters liquidation proceedings, the Contractor, at its sole cost, shall furnish a replacement bond from a surety satisfactory to the County.

## INFORMATION FOR BIDDERS

The form of contract and Performance and Payment Bond to be used in connection with this Contract and to become a part of the contract documents is attached in the section entitled "Sample Contract and Bond for Construction".

### 6. INDEMNIFICATION AGREEMENT

The Contractor agrees:

- A. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor agrees to indemnify and hold harmless the County of Westchester, its officers, employees, elected officials, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and
- B. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

### 7. INSURANCE REQUIREMENTS

The Contractor, upon award of the contract and throughout the term of the Agreement, shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Board of Acquisition and Contract of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies, with a copy also sent to the Director of Risk Management of the County. All notices shall name the Contractor and identify the Contract Number.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the

## INFORMATION FOR BIDDERS

agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Contractor shall provide proof of the following coverage. (Other coverage may be required by the County of Westchester based on specific needs. If such other coverages are required for a specific contract, those coverages will be described in the "Special Clauses" of the contract specifications):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
  - i. Premises - Operations.
  - ii. Broad Form Contractual.
  - iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.
- d) Owners Protective Liability Policy naming the County as insured, with a minimum limit of liability per occurrence of \$3,000,000 (where applicable, or as determined by the Director, Risk Management)
- e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a

### INFORMATION FOR BIDDERS

combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
  - ii. Hired automobiles.
  - iii. Non-owned automobiles.
- f) Construction Insurance: For the construction, renovation or repair of bridges, viaducts or similar structures, the Contractor at its own cost and expense shall provide and maintain a "Bridge Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the Board of Acquisition and Contract of the County of Westchester. The coverage shall be written for 100% of the completed value, covering the Contractor and County of Westchester as the insureds. The Contractor shall provide the original and duplicate policy to the County (unless the County shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

For the construction of (a) new buildings and (b) for additions or repairs of existing buildings or structures, the Contractor at its own cost and expense shall provide and maintain a "Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the Board of Acquisition and Contract of the County of Westchester. The coverage shall be written for 100% of the completed value, covering the Contractor and County of Westchester as the insureds. The Contractor shall provide the original and duplicate policy to the County (unless the County shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

## INFORMATION FOR BIDDERS

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### 8. PREVAILING WAGE RATES AND SUPPLEMENTS

#### A. Wages to be Paid and Supplements to be Provided

Each laborer, workman or mechanic employed by the Contractor(s), Sub-contractor(s) or other person(s) doing or contracting to do the whole or part of the work contemplated by this Contract, shall be paid the prevailing wages and provide the supplements (including but not limited to health, welfare and pension benefits) as required by Article 8 (Section 220-223) and Article 9 (230-239) of the New York State Labor Law.

## INFORMATION FOR BIDDERS

### B. Schedule of Hourly Rates/Supplements

The "Schedule of Hourly Rates and Supplements" shows the prevailing hourly rates of wages to be paid and supplements to be provided. It is the County's preference that such supplements shall be paid to a Federally qualified Pension, Health and Welfare program and New York State Registered Apprentice Training Program.

Classifications not appearing on the rate sheet can be used only with the consent of the Commissioner of Public Works and then the rate to be paid will be given by the Commissioner of Public Works after advising with the State Department of Labor.

### C. Grounds for Cancellation of Contract

In the event of a failure, to pay the prevailing wages and provide the supplements in accordance with the New York State Labor Law, and as described in this Contract, it shall be considered a material breach. For the breach or violation of this provision, without limiting any other rights or remedies to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement immediately upon notice. In such event, the Contractor(s), Sub-Contractor(s), et al shall be liable to the County for any additional costs incurred by the County in the completion of the project.

In addition to any other remedies available to the County and irrespective of any applicable penalties pursuant to law, the County may deduct from the amount payable to the Contractor under this contract five hundred (\$500.00) dollars as reimbursement for the costs it incurs in investigating any violation of Section 220 of the Labor Law.

### D. Records to be kept on Site

The Contractor(s), Sub-contractor(s), et al. shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- 1) Record of hours worked by each workman, laborer and mechanic on each day;
- 2) Record of days worked each week by each workman, laborer and mechanic;
- 3) Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- 4) Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- 5) A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice, informing them of the prevailing wage rates and supplements requirement for this contract.

### E. Responsibility of the Contractor, Sub-Contractor, et al.

The Contractor(s), Sub-Contractor(s), et al. will display the posters in a conspicuous location at the site and distribute the wallet cards to the employees. These posters and wallet cards will inform the employees that they are entitled to receive the prevailing wages and supplements as determined by the Department of Labor and will list the



## INFORMATION FOR BIDDERS

Department of Labor's Public Work field offices, with phone numbers for individuals to call if they believe their rights are being violated.

### F. Pay for a Legal Day's Work & Use of Apprentices

The wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics upon such public works, shall be not less than the prevailing rate of wages as hereinafter defined. Serving laborers, helpers, assistants and apprentices shall not be classified as common labor and shall be paid not less than the prevailing rate of wages as hereinafter defined. No employee shall be deemed to be an apprentice unless he is individually registered in an apprenticeship program which is duly registered with the Industrial Commissioner in conformity with the provision of Article 23 of the Labor Law. The wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics upon any material to be used upon or in connection therewith shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where such public work on, about or in connection with which such labor is performed in its final or completed form is to be situated, erected or used and shall be paid in cash; provided, however, that an employer may pay his employees by check upon a Certificate of the Industrial Commissioner to be issued only after a hearing upon the application to pay by check, which hearing shall be with notice of at least five days to be served personally or by mail on all interested persons, or if not served as aforesaid, then to be published in a manner directed by the Industrial Commissioner, which shall afford interested persons the opportunity to appear and to be heard at such hearing, and after proof has been furnished satisfactorily to the Industrial Commissioner of the employer's financial responsibility and the employer gives assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. Such Contracts shall contain a provision that each laborer, workman or mechanic, employed by such Contractor, Subcontractor or other person about or upon such public works, shall be paid the wages herein provided.

### G. Fiscal Officer's Duty to Determine Schedule of Wages

It shall be the duty of the fiscal officer (the "New York State Commissioner of Labor"), to ascertain and determine the schedule of wages to be paid workmen, laborers and mechanics on each such public work, prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to and form a part of the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the commencement of the advertisement for bids on all public works proposed to be constructed. The term "Contract" as used in this subdivision also shall include reconstruction and repair of any such public work.

Where Contracts are not awarded within ninety days of the date of the establishment of the prevailing rate of wages by the fiscal officer, the department of jurisdiction shall request of the fiscal officer a redetermination of a schedule of wages.

### H. Penalty for Payment of Less than Prevailing Wages

Any person or corporation that willfully pays after entering into such Contract, less than such stipulated wage scale as established by the fiscal officer shall be guilty of a

## INFORMATION FOR BIDDERS

misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred dollars or by imprisonment for not more than thirty days, or both fine and imprisonment; for a second offense by a fine of one thousand dollars, and in addition thereto the Contract on which the violation has occurred shall be forfeited and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent, or employee of the state, municipal corporation or commission or board appointed pursuant to law pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any Contract, on which the Contractor has been convicted for a second offense in violation of the provisions of this section.

### 9. LABOR AND COMPLIANCE WITH LABOR LAW

#### A. Preference for Westchester Residents

The Contractor agrees that in the performance of the work under this Contract he will give preference, and so far as legally possible, to employ citizens and residents of Westchester County.

#### B. Certifications To Be Filed

It is agreed that, in accordance with Section 220-d of the Labor Law as amended before final payment by or on behalf of the County for any sum due on account of a Contract for a public improvement, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor is required to file a statement in writing in form satisfactory to the Commissioner of Finance certifying to the amounts then due and owing from such Contractor or Subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the Contractor or Subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true to his own knowledge.

#### C. Retention of Funds

It is further agreed that in accordance with Section 220b of the Labor Law, as amended:

- 1) In case any interested person shall have previously filed a protest in writing objecting to the payment to any Contractor or Subcontractor to the extent of the amount or amounts due or become due to him/her for daily or weekly wages or supplements for labor performed on the public improvement for which such Contract was entered into, or if for any other reason it may be deemed advisable, the Commissioner of Finance may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or Subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed on such public improvement before making payment of the amount certified for payment in any estimate or voucher, and may withhold the amount so deducted for the benefit of the laborers, workmen or mechanics whose

## INFORMATION FOR BIDDERS

wages or supplements are unpaid or not provided, as the case may be, as shown by the verified statements filed by any Contractor or Subcontractor, and may pay directly to any person the amount or amounts shown to be due to him or his duly authorized collective bargaining labor organization, as the case may be, for such wages or supplements by the statements filed as hereinbefore required, thereby discharging the obligation of the Contractor or Subcontractor to the person or his duly authorized collective bargaining labor organization receiving such payment to the extent of the amount thereof, or

- 2) When any interested person shall file a written complaint with the fiscal officer as defined in section 220-b of the Labor Law, alleging unpaid wages or supplements due for labor performed on a public improvement for which a Contract has been entered into, and said labor is alleged to have been performed within the two year period immediately preceding the date of the filing of said complaint, or if, on the fiscal officer's own initiative, unpaid wages or supplements appear to be due, the fiscal officer shall immediately so notify the financial officer of the civil division interested, or, if there are insufficient moneys still due to the Contractor or Subcontractor to satisfy said wages and supplements, including interest and penalty, the financial officer of another civil division which has entered or subsequently enters into a public improvement contract with the Contractor or Subcontractor, who shall withhold from any payment due or earned by the Contractor or Subcontractor executing said public improvement, sufficient moneys to satisfy said wages and supplements, including interest at the rate provided herein, and any civil penalty that may be assessed as provided herein, pending a final determination. The Commissioner of Finance shall immediately confirm in writing to the fiscal officer the amount of money withheld.
- 3) Moneys withheld pursuant to this section shall be held by the Commissioner of Finance for the sole and exclusive benefit of the workers employed on said public improvement and for payment of any civil penalty that may be assessed as provided herein and shall not be used for any other purpose except upon court order. Any person, partnership, association, corporation or governmental body who files a lien or commences a judicial proceeding with respect to any moneys withheld pursuant to this section shall notify the fiscal officer in writing of the lien or claim on or before the date of filing of the lien or commencement of the judicial proceeding. In any proceeding to obtain moneys withheld pursuant to this section by any person, partnership, association, corporation or governmental body, the Commissioner of Labor shall have the right to appear and be heard.
- 4) The fiscal officer shall then cause an investigation to be made to determine whether any amounts are due to the laborers, workmen or mechanics, or on their respective behalves, on such public improvement, for labor performed after the commencement of the three-year period immediately preceding the filing of the complaint or the commencement of the investigation on his own initiative, as the case may be, and shall order a hearing therein at a time and place to be specified and shall give notice thereof, together with a copy of such complaint, or a statement of the facts disclosed upon such investigation, which notice shall be served personally or by mail on all interested persons, including the person complained

## INFORMATION FOR BIDDERS

against and upon the financial officer of the civil division; such person complained against shall have an opportunity to be heard in respect to the matters complained of, at the time and place specified in such notice, which time shall be not less than five days from the service of said notice. The fiscal officer in such an investigation shall be deemed to be acting in a judicial capacity and shall have the rights to issue subpoenas, administer oaths and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by the Civil Practice Law and Rules. Such investigation and hearing shall be expeditiously conducted, and upon such hearing and investigation, the fiscal officer shall determine the issues raised thereon and shall make and file an order in his office stating such determination and forthwith serve a copy of such order, either personally or by mail, together with notice of filing, upon the parties to such proceedings, and if the fiscal officer be the Comptroller, upon the Commissioner of the Department of Labor. Such order shall direct payment of wages or supplements found to be due, including interest at the rate of interest then in effect as prescribed by the Superintendent of Banks pursuant to Section fourteen (a) of the Banking law per annum from the date of the underpayment to the date of payment.

- 5) In addition to directing payment of wages or supplements, including interest found to be due, the order of the fiscal officer may direct payment of a further sum as a civil penalty in an amount not exceeding twenty-five percent of the total amount found to be due. In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations of the employer or any successor or substantially-owned affiliated entity or any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, as determined by the fiscal officer, and any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, and the failure to comply with record keeping or other non-wage requirements. Upon the fiscal officer's determination of the penalty, where the fiscal officer is the Commissioner of the Department of Labor, the penalty shall be paid to said Commissioner for deposit in the State Treasury.
- 6) Upon the entry and service of such order, the Commissioner of Finance shall pay to the claimant, from the moneys due to the Contractor or Subcontractor, the amount of the claim as determined by the fiscal officer and the amount of the civil penalty, if any, shall be paid as provided herein, provided that no proceeding pursuant to Article Seventy-Eight of the Civil Practice Law and Rules for review of said order is commenced by any party aggrieved thereby within thirty days from the date of said order was filed in the office of the fiscal officer. Said proceeding shall be directly in the appellate division of the Supreme Court. Where the fiscal officer is the Commissioner of the Department of Labor, the civil penalty shall be paid to said Commissioner for deposit in the State Treasury. In the event that such a proceeding for review is instituted, moneys sufficient to satisfy the claim and civil penalty shall be set aside by the Commissioner of Finance, subject to the order of the Court.

## INFORMATION FOR BIDDERS

- 7) When final determination has been made and such determination is in favor of the complainant, said complainant may in addition to any other remedy provided by this article, institute an action in any Court of appropriate jurisdiction against the person or corporation found violating this article, any substantially-owned affiliated entity or any successor of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, and any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, as determined by the fiscal officer, for the recovery of the difference between the sum, if any, actually paid to him by the Commissioner of Finance pursuant to said order and the amount found to be due him as determined by said order. Such action must be commenced, within three years from the date of the filing of said order, or if the said order is reviewed in a proceeding pursuant to Article Seventy-eight of the Civil Practice Law and Rules, within three years after the termination of such review proceeding.
- 8) When two final determinations have been rendered against a Contractor, Subcontractor, successor, or any substantially owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, any of the five largest shareholders of the Contractor or Subcontractor or any successor within any consecutive six-year period determining that such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five years from the second final determination, provided, however, that where any such final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any partner if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract with the State, any municipal corporation or public body for a period of five years from the first final determination.

## INFORMATION FOR BIDDERS

- 9) Nothing in this subdivision shall be construed as affecting any provision of any other law or regulation relating to the awarding of public contracts.

Pursuant to Section 220-C of the Labor law, any Contractor or Subcontractor who shall upon his oath verify any statement required to be filed herein, which is known by him to be false, shall be guilty of perjury and punishable as provided by the Penal Law.

### 10. CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

Each week the Contractor shall furnish to the Commissioner of Public Works the "Contractor's Report Of Employment And Weekly Affidavit" of the Sample Forms.

### 11. LAWS/REGULATIONS AND APPROPRIATIONS

- A. The Contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting this contract or order, either Federal, State or local.
- B. It is recognized and understood by the Parties that when this Agreement is subject to future appropriation by the Westchester County Board of Legislators for funds not presently appropriated to pay for this Agreement; the County shall have no liability under this agreement beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Agreement. The Parties understand and intend that the obligation of the County to pay the amounts due hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or monies of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments under this Agreement may be made, including: (i) the County Executive making provisions for such payments to the extent necessary in the annual budget submitted to the Board of Legislators for the purpose of obtaining funding; and (ii) using its reasonable efforts to have such portion of the budget approved.

### 12. REFUSAL TO ANSWER QUESTIONS

It is understood and agreed by the Contractor that he/she bears an affirmative obligation to answer questions specifically or directly relating to this agreement before any official, board or agency authorized or empowered to inquire into such matters. This section shall not be construed as barring the Contractor, its directors, officers or employees from exercising their constitutional privilege against self-incrimination.

The foregoing, however, shall not be construed as limiting the rights and remedies of the County in the event of such refusal, and when such body or agency is wholly civil in nature,

## INFORMATION FOR BIDDERS

failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.

Any and all contracts made with the State, the County of Westchester, or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the County of Westchester, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

The successful bidder will be required to make all books and records concerning this contract available during business hours, upon reasonable notice, to duly authorized County personnel for the purpose of ascertaining compliance and/or performance of all provisions of this contract. This provision shall survive the termination of this agreement and for a period of six (6) years thereafter.

### 13. BID REQUIREMENTS

The Bid must be made on the "Proposal Pages" included in this specification or as provided with an addendum. All blank spaces on said Proposal Pages must be filled in and no change shall be made in the phraseology or in the items as contained therein.

Any bid which fails to name a price per unit of measurement for each of the items for which quantities are given, may be held to be informal and rejected. Bids submitted on Proposal Pages that contain any omissions, alterations, additions or items not called for in the bid documents, or that are illegible, unbalanced, conditional, incomplete or contain irregularities of any kind, may be rejected as informal. If the various parts of the work have been divided into classes and/or items to enable the bidder to bid for different portions of the work in accordance with its estimate of their costs, in the event of any increase or decrease in the quantity will be paid for at the price bid for that particular item. The sum of the amounts for each class or item, obtained by multiplying the approximate quantity by the unit price, shall constitute the total sum bid.

In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. Any such discrepancy shall be corrected as set forth in Article "Correction Of Errors" of the Information for Bidders.

### 14. MISCELLANEOUS ADDITIONAL WORK (ITEM W-800)

A. Description - Under this item each Contractor shall furnish all labor, material and equipment required to accomplish miscellaneous additional work:

- 1) Necessitated by encountering during the course of the work field conditions of a nature not determinable during design; or
- 2) For which no unit prices are applicable.

## INFORMATION FOR BIDDERS

- B. Method of Measurement - Only that miscellaneous additional work shall be performed by the Contractor and will be paid for by the County, which has been authorized by the Commissioner or the Construction Administrator in writing, prior to its commencement.
- C. Article “Increase or Decrease of Quantities: Elimination of Items” of the Information for Bidders, will still apply relative to the percentage of the total awarded contract price that the work under the contract may be increased or decreased.
- D. Payment - The total amount paid to the Contractor will be determined in strict accordance with the provisions of Article “Extra Work: Increased Compensation/ Decreased Work: Credit to the Owner” of the General Clauses, and such payment will include only that overhead and profit that is applicable to the work performed under this item.
- E. Each Contractor shall include in its total bid the lump sum printed in the Proposal and any bid other than the specified amount will be considered informal.

### 15. CORRECTION OF ERRORS

Relative to dollar bid items and the required computations as submitted and performed by bidders on the proposal sheets, if there are any inconsistencies derived in multiplying unit bid prices by the stated quantities, the Commissioner reserves the right to reconcile the unit bid prices or the products of the unit bid prices and the stated quantities, when in the Commissioner's professional opinion such reconciliation(s) would concur with the apparent intent of a bidder and the Commissioner's estimated values of the respective bid items of the proposed contract work. In addition to the foregoing, the Commissioner reserves the right to correct all mathematical errors in additions or subtractions.

### 16. SHOWN QUANTITIES

All bids shall be submitted upon the following express conditions, which shall apply to and become a part of every bid received. The Bidders accept the quantities shown on the Proposal Pages opposite items of the work for which unit prices are to be bid as being approximate estimated quantities. Bidders shall satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of their bids dispute such approximate estimated quantities nor assert that there was any misrepresentation by the County or any misunderstanding by the Contractor in regard to the quantity or kind of materials to be furnished, or work to be done.

### 17. QUALIFICATION OF BIDDERS

The County may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all information and data for this purpose as may be requested. The County reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the County, in the County's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work.



## INFORMATION FOR BIDDERS

### 18. REQUIRED EXPERIENCE

The County requires that each contractor possess not less than five (5) year's experience in performing work substantially similar in scope and size to the work for which it is bidding. The contractor agrees that upon request of the County the contractor will furnish a detailed statement of each project that it has performed during the most recent five (5) years (including but not limited to the name and address of the project, the name of the awarding entity/owner, the name of the awarding entity's/owner's representative, a current telephone number where that representative can be reached, the description of the project, general scope of the contractor's work, contract price, dates of performance, whether the contract was terminated for cause or convenience, whether the contract was completed and whether liquidated damages were assessed against the contractor [and if so, provide a written explanation]). The County reserves the right to require additional information as it deems appropriate concerning the history of the contractor's performance of each such contract. The final determination of whether the contractor possesses the requisite experience rests in the sole discretion of the County.

### 19. INCREASE OR DECREASE OF QUANTITIES: ELIMINATION OF ITEMS

In entering into this contract, the Contractor agrees that quantities shown on the Proposal Pages opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the County may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated quantities, or the scope of the whole work; and that the County reserves the right to add to or take from the total amount of the work up to a limit of thirty percent of the total amount of the contract based upon the executed contract price for all the specified work.

The Contractor shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.

The aforesaid thirty- percent pertains to the total amount of the contract and not to any individual item. Individual items may be increased or decreased any amount or may be eliminated entirely if so ordered by the Commissioner, excepting that the total amount of the contract as adjusted shall not result in a net increase or decrease of more than thirty percent except by mutual agreement between both parties thereto.

The Contractor waives all claims of any nature due to a misunderstanding of the location, character, or other conditions surrounding the work or of the shown approximate estimated quantities of items of the work.

### 20. BREAKDOWN COST OF LUMP SUM ITEMS AND CONTRACTS

After award of the contract and prior to actual start of the work, the successful bidder shall submit an itemized schedule of its estimated costs of lump sum items and or lump sum total contract work, for approval by the County. The schedule shall be submitted as an outline series with minor subdivisions, in accordance with the directives of the County. As part of

## INFORMATION FOR BIDDERS

this Schedule, the Contractor will be required to include a sum sufficient, as determined in the County's sole discretion, for the preparation and submission of approved final "As-builts", record drawings, guarantees, warranties, and operations and maintenance manuals.

### 21. ENGINEERING CHARGES

In addition to any and all other remedies available to the County when the work embraced in the contract is not completed on or before the date specified herein, engineering and inspection expenses incurred by the County of Westchester upon the work from the completion date originally fixed in the contract to the final date of completion of the work may be charged to the Contractor and be deducted from monies due the Contractor. Consideration of any extra work or supplemental contract work added to the original contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however, in cases where in the opinion of the Commissioner, the Contractor has delayed the work.

### 22. ESTIMATES AND PAYMENTS

As the work progresses but not more often than once a month and then on such days as the Construction Administrator may fix, the Contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the Contractor. The Contractor must complete at least ten (10%) percent of the work before submitting any claims for mobilization. From each requisition, the County will retain five percent (5%) plus one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged. The Commissioner will thereupon cause the balance of the requisition therein to be paid to the Contractor. In lieu of all or part of the cash retainage the County shall only accept bonds or notes of United States of America, New York State or political subdivisions thereof. As a condition to the making of any progress payment as set forth in this paragraph, the County, in its sole discretion may require the Contractor to submit such document as may be reasonably required to establish that the Contractor (and its subcontractor(s)) have timely and properly paid their respective subcontractor(s) and materialmen of whatever tier.

**VENDOR DIRECT PAYMENT:** All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. The Contractor is required to complete the Vendor Direct Payment Authorization Form, which is located in the Forms Section on page 11 and 12. Payments will be automatically credited to the Contractor's designated bank account at the Contractor's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. If there is a discrepancy in the amount received please contact

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your Westchester County representative as you would have in the past if there were a discrepancy in a check.

In the unlikely event that you do not receive the money in your designated bank account on the date indicated in the e-mail, please contact the Westchester County Accounts Payable Department at 914-995-3748. Whenever you change your bank or change or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-3748 and a new form will be e-mailed to you. When completing the payment authorization form you must either supply a voided check or have it signed by a bank official to ensure the authenticity of the account being set up to receive your payments. Failure to return the completed authorization form prior to award of the contract may result in the bid being considered non-responsive and the bid may be rejected.

When the work or major portion thereof, as contemplated by the terms of the contract (see Substantial Completion Payment and Final Payment later in this article), are substantially completed in the judgment of the Commissioner, the Contractor shall submit a requisition for the remainder of the contract balance. An amount equal to two (2) times the value of the remaining items to be completed plus one hundred fifty percent (150%) of the amount that the Commissioner deems necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged shall be deducted from the requisition. As the remaining items of work are satisfactorily completed or corrected, the County will, upon receipt of a requisition, pay for these items less one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments.

Contractor agrees, in the event of any withdrawal by the contractor of amounts retained from payments to the contractor pursuant to the terms hereof, that notwithstanding any contrary interpretation of Section 106 of the New York General Municipal Law, the contractor will be obliged to maintain the market value of securities deposited in an amount equal to the amount withdrawn pursuant to said Section 106. The Contractor will, within five (5) days of demand therefore by the fiscal officer of the County, deposit with such fiscal officer cash, or securities of the kind provided in Section 106, of a market value sufficient to maintain the market value of all securities on deposit at a level equal (as of the date such notice of the fiscal officer is given to the contractor) to the amount which the County shall be entitled to retain from payments to the contractor pursuant to the terms of the contract.

All estimates will be made for actual quantities for work performed and materials and equipment incorporated in the work as determined by the measurements of the Engineer, and this determination shall be accepted as final, conclusive and binding upon the Contractor. All estimates will be subject to correction in any succeeding estimate.

Payment will be made for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or Subcontractor and suitably stored and secured in first-class condition as required by the Construction Administrator. Payment may be limited to materials in short and/or critical supply and materials specially fabricated for the project, as defined by the contract. Payment will be made only upon the written request of the contractor. The Contractor must submit certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment; freight bills, release of liens and certificate of insurance covering all equipment and materials. Then the County will include in the following monthly payment an amount not to

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exceed the lesser of the bid breakdown or the total purchase price of the stored equipment and materials less retainage provided that such equipment and materials are suitable for their intended use.

The Contractor shall be responsible for safeguarding stored equipment and materials against loss or damage of any nature whatsoever, shall retain title until incorporated into the work and acceptance by the County and in case of loss or damage, the Contractor shall replace such lost or damaged equipment and materials at no cost to the County.

After receipt of payment, the Contractor shall not remove from the site equipment and materials for which such payment was made without written authorization from the Commissioner.

No major equipment item shall be brought to the site until the following conditions are met:

- 1) The County must have received the manufacture's recommendations for on-site storage in writing.
- 2) The structure in which the equipment is to be installed is roofed (roofing must be watertight) and has such protection of doorways, windows, and other openings that will provide reasonable protection from the weather.
- 3) Prior to the County making a Partial Payment on a major equipment item the following conditions must be met:
  - a. The Contractor must certify to the County, in writing, that the equipment has been properly stored.
  - b. The Shop Drawings must be approved and the draft Operation and Maintenance Manuals must have been submitted.

The Contractor shall furnish to the Construction Administrator, prior to the making up of any Partial or Final Estimate, a copy of its and its Subcontractors' weekly payrolls for each and every preceding payroll period. The payroll submitted shall be a certified true copy and shall contain full information including but not limited to the number of hours worked, rate, classification and total sum paid each employee charged to or working on the job. With all except the first estimate, the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under the Contract.

### A. Substantial Completion Payment

- 1) Within thirty (30) days after receiving written notice from the Contractor of substantial completion of the work under this Agreement, the Commissioner will cause an inspection to be made of the work done under this contract. If, upon such inspection, the Engineer determines that the work is substantially complete, a Substantial Completion Payment to the Contractor for the work done under this Contract, less any and all deductions authorized to be made by the Commissioner under this contract or by law, will be issued.
- 2) Such a Payment shall be considered a Partial and not a Final Payment.
- 3) As a condition precedent to receiving payment therefore, the Contractor must have received County approval of all Shop Drawing submittals, the Operation and Maintenance Manuals, and As-Built Drawing(s). Together with its application for substantial completion payment the Contractor shall also deliver to the

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Construction Administrator a verified statement certifying that all claims or liabilities arising from the completed work, including all charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") have been presented to the County. All such claims shall be described in sufficient detail so as to be easily identified. The Contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the County from the beginning of the project through the date of substantial completion as established by the County. The presentation of the verified statement to the County shall not constitute an acknowledgement by the County that any such claim is valid. The County expressly reserves its right to assert that any such claim(s) is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the Contractor's verified statement shall be preserved; all other claims whatever nature shall be deemed waived and released. It shall also submit proof of title of the materials and equipment covered by the contract. The Contractor shall also, prior to the issuance of said Substantial Completion Payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

### B. Final Payment

- 1) Within ten (10) days after receiving written notice from the Contractor of completion of all the work, the Engineer will make a final inspection. If upon inspection the Engineer determines that no further work is needed, the Commissioner will request that the Board of Acquisition and Contract approve the completion of the project and authorize payment of the Final Estimate. Also required prior to the Board of Acquisition and Contract approval is a Condition Report by the Contractor that any damage of public or privately owned properties resulting from the Contractor's work has been satisfactorily repaired.
- 2) As a condition precedent to receiving Final Payment therefore the Contractor shall submit a supplementary verified statement similar to that required under, "A. Substantial Completion Payment", hereof. This verified statement must include only those charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") that accrued between substantial completion and final completion. The Contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the County from the beginning of the project through the date of substantial completion as established by the County. The presentation of the verified statement to the County shall not constitute an acknowledgement by the County that any such claim is valid. The County expressly reserves its right to assert that any such claim is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the Contractor's supplementary verified statement shall be preserved; all other claims of whatever nature shall be deemed waived and released.
- 3) The Contractor shall also, prior to the issuance of Final Payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

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- 4) The County will, not less than thirty (30) days after the Final Acceptance of the work under this contract, by the Board of Acquisition and Contract, pay the Contractor upon the receipt of all required documentation the balance of funds due thereunder after deduction of all previous payments, liens and all percentages and amounts to be kept and retained under provision of this contract.

All prior Partial Payments, being merely estimates made to enable the Contractor to prosecute the work more advantageously, shall be subject to correction in the Final Estimate and Payment

- 5) The acceptance by the Contractor or by anyone claiming by or through him of the Final Payment shall operate as and shall be a release to the County and every officer and agent thereof, from any and all claims of the Contractor for anything done or furnished in connection with this work or project and for any act or omission of the County or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligation under this contract or the Performance and Payment Bond. Should the Contractor refuse to accept the final payment as tendered by the County, it shall constitute a waiver of any rights to interest thereon. Nor shall refusal to accept final payment extend any applicable statute of limitation.

### 23. PAYMENTS TO SUBCONTRACTORS AND MATERIALMEN BY CONTRACTOR

Within fifteen calendar days of the receipt of any payment from the County, the contractor shall pay each of its sub-contractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the owner less an amount necessary to satisfy any claims, liens or judgment against the subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described. The contractor shall retain not more than five per centum of each payment to the subcontractor and/or materialman except that the contractor may retain in excess of five per centum but not more than ten per centum of each payment to the subcontractor provided that prior to entering into a subcontract with the contractor, the sub-contractor is unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the sub-contract at the request of the contractor. However, the contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or materialman from the County's payments to the contractor for the remaining amounts of the contract balance as provided in Article "Estimates and Payments" of the Information For Bidders. Within fifteen calendar days of the receipts of payment from the contractor, the subcontractor and/or materialman shall pay each of its subcontractors and materialmen in the same manner as the contractor has paid the subcontractor.

Nothing provided herein shall create any obligation on the part of the County to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the County. Notwithstanding anything to the foregoing, the County may tender payments to the Contractor in the form of joint or dual payee checks.

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**NOTICE:** No direct payment will be made for work done or materials furnished under the General Clauses, Information for Bidders, General Clauses and Special Clauses, except where expressly stated elsewhere, but compensation shall be deemed to be included in the contract lump sum price for the total work and/or the contract unit prices for the various items of the work.

### 24. TIME OF STARTING

Time being of the essence, all bidders shall take notice that the timely completion of the work called for under this contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "notice to proceed" has been given it by the Commissioner (unless a definite starting date is stated). Prior to commencing its work, the Contractor shall notify the Director of Project Management, Division of Engineering and Department of Public Works, at least forty-eight (48) hours prior to the planned date of its "start", so that a Construction Administrator can be assigned to the work.

### 25. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION AND DEMOLITION WORK

At all times the Contractor shall use all required and necessary precautions for the safety and protection of the public, County personnel, construction employees, and private and public property on or adjacent to the work.

The Contractor shall comply fully with all the applicable provisions of the following listed governmental regulations and standards, noting that in case of conflict, the Contractor shall comply with the most stringent rule or regulation:

- 1) State of New York, Department of Labor, Bureau of Standards and Appeals, Industrial Code Rule 23 "Protection of Persons Employed in Construction and Demolition Work."
- 2) United States Department of Labor, Bureau of Labor Standards, "Safety and Health Regulations for Construction," as promulgated in accordance with the Occupational Safety and Health Act of 1970, Public Law 91-596; 84 Stat. 1590, Laws of 91st Congress - 2nd Session.

It shall be the sole responsibility of the Contractor to ascertain which of the regulations and standards contained in the foregoing listed publications effect its construction activities, and it shall be solely responsible for the penalties resulting from its failure to comply with such applicable rules and regulations. Copies of the listed publications are available for reference purposes only, in the Westchester County Department of Public Works, Division of Engineering, Design Section, Room 500, Michaelian Office Building, White Plains, New York.

The West Nile Mosquito control program:

- 1) Routinely, the work site should be inspected for potential habitats (i.e. stagnant/standing water) for mosquitoes.
- 2) Conditions that would require remediation include: improper site grading, ruts/other depressions, water in debris (i.e. containers, tires, etc.), stored or

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discarded materials, and excavations, and those cited by the Construction Administrator.

- 3) Under the direction of the Construction Administrator, the Contractor shall take all necessary preventive and/or corrective action to eliminate the potential breeding grounds.

### 26. ACCIDENT PREVENTION AND FIRST AID FACILITIES

In addition to conforming to the applicable governmental regulations and standards referred to in Article "Fire Prevention And Control" of the Information For Bidders, the Contractor shall conduct its work in accordance with the recommendations contained in the latest edition of the "Manual of Accident Prevention in Construction," as published by the Associated General Contractors of America, Inc. and the most recent safety codes approved by the American Standards Association. In case of the conflict with the referenced governmental regulations and standards, the most stringent regulation, standard or recommendation shall govern.

Further, and without in any way limiting the Contractor's obligations hereunder, and in accordance with the instructions of the Construction Administrator, the Contractor shall provide barricades, warning lights, danger and caution signs and other safeguards at all places where the work in any way is a hazard to the public.

The Contractor shall also provide and maintain upon the site at each location where major work is in progress, a completely equipped first aid kit that shall be readily accessible when construction activities are in progress. Posted on each first aid kit shall be the name, location and telephone number of the nearest hospital or doctor with whom the Contractor has previously made arrangements for emergency treatment in case of accident.

### 27. FIRE PREVENTION AND CONTROL

The Contractor shall abide by such rules and instructions as to fire prevention and control as the municipality having jurisdiction may prescribe. It shall take all necessary steps to prevent its employees from setting fires not required in the construction of the facility and shall be responsible for preventing the escape of fires set in connection with the construction.

It shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide approved spark arresters on all steam engines, internal combustion engines and fuels.

Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site. The Contractor shall also notify its employees of the location of the nearest fire alarm box at all locations where work is in progress.



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### 28. STATE AND LOCAL SALES TAX EXEMPTION

The Contractor's attention is directed to Section 1115 of the Tax Law of New York State, Chapters 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political sub-divisions, including the County of Westchester, is exempt from State and local retail sales tax and compensating use tax.

Bidders' proposals shall exclude dollar amounts for the payment of State and Local retail sales tax and compensating use tax, for tangible personal property defined above.

The successful bidder shall be obliged to file the required Contractor Exempt Purchase Certificates, which may be obtained from the New York State Department of Taxation and Finance (1-800-462-8100), in order to utilize such exemption.

### 29. APPRENTICES

The attention of all bidders is directed to Section 220(3-e) of the New York State Labor Law, which is hereby incorporated herein by reference, which requires, among other things, that "Apprentices who are registered under a Bona Fide New York State Registered Apprentice Training Program shall be permitted to work."

### 30. AFFIRMATIVE ACTION PROVISION

During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the County.

### 31. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

Relative to the award of this Contract, it is required that all bidders completely answer all questions contained in the questionnaire entitled "Affirmative Action Program Requirement" of the Proposal Pages, and properly attest to same.

It is also required that all subcontractors completely answer all questions contained in the questionnaire entitled "Affirmative Action Program Requirement-Subcontractors" of the Sample Forms, and properly attest to same. This form is to be submitted with the request to utilize subcontractor(s).

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### 32. AUTHORITY TO DO BUSINESS IN NEW YORK

Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

### 33. LICENSE REQUIREMENTS (ELECTRICAL)

- A. In accordance with the requirements of Local Law No. 20-1997 of Westchester County, no person shall perform work under any contract with the County of Westchester except (i) a licensed Master Electrician; (ii) a licensed "Special Electrician"; or (iii) a Journeyman Electrician working under the direct supervision and control of a Master Electrician.

In no event shall the County incur any liability to pay for any electrical work performed in violation of the licensing requirements of Local Law No. 20-1997 of Westchester County.

- B. Contract with separate bids:

If the project is one where separate bid specifications are required pursuant to the provisions of the New York General Municipal Law, then any person, partnership, corporation, business organization or other business entity submitting a bid for the electrical portion of the project must possess, at the time of submission of the Bid, a valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board in accordance with Chapter 277 Article XVII of the Laws of Westchester County and the Westchester County Electrical Licensing Board Rules & Regulations, in particular No. 11, which states as follows:

No individual holding a Master Electrician's License shall lend such License to any person or allow any other person to carry on, engage in, or labor at the business as defined herein of installing, removing, altering, testing, replacing, or repairing electrical systems. A violation of this section by any person holding a License shall be sufficient cause for revocation of such License.

However, nothing herein shall be construed to prohibit the use of a License by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that fifty-one (51) percent or more of the control of the voting capital stock of such partnership, corporation, or other business association is owned by one (1) or more holders of a Westchester County Master Electrical License and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such License holder or holders.

- C. Contract with single bid:

Where the project does not involve separate bids pursuant to the New York General Municipal Law but where some electrical work is contemplated along with other work, the person, firm, partnership or corporation engaged to perform said electrical work

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must possess a valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board.

- D. An electrical bidder must complete the "Certificate of License (Electrical)" of the Proposal Pages and will be required to furnish a copy of such license with the sealed Bid. Other bidders will be required to furnish a copy of such license for the applicable person engaged to perform the electrical work when request by the County, prior to awarding the contract.
- E. The license must be maintained at all times during the performance of the work contemplated under the contract. The suspension, revocation or the failure to maintain or renew such license shall, in addition to any other right or remedy available to the County, be grounds for immediate termination of the contract, effective immediately upon notice from the Commissioner.

### 34. LICENSE REQUIREMENTS (PLUMBING)

- A. In accordance with the requirements of Chapter 277, Article XV of the Laws of Westchester County, no person shall perform plumbing work under any contract with the County of Westchester except (i) a licensed Master Plumber; (ii) a certified Journey Level Plumber employed by and under the direction of a licensed Master Plumber; or (iii) an Apprentice Plumber working under the direct supervision and control of a Master Plumber or under the direct supervision and control of a certified Journey Level Plumber in the employ of a licensed Master Plumber.

In no event shall the County incur any liability to pay for any plumbing work performed in violation of the licensing requirements of Chapter 277, Article XV of the Laws of Westchester County.

- B. Contract with separate bids:

If the project is one where separate bid specifications are required pursuant to the provisions of the New York General Municipal Law, then any person, partnership, corporation, business organization or other business entity submitting a bid for the plumbing portion of the project must possess, at the time of submission of the Bid, a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners in accordance with the Westchester County Board of Plumbing Examiners Rules and Regulations and Chapter 277 Article XV of the Laws of Westchester County, in particular Section 277.509A, which states as follows:

- A. No holder of a license or certification issued under this article shall authorize, consent to or permit the use of his or her license or certification by or on behalf of any other person. No person who has not qualified or obtained a license or certification under this article shall represent himself or herself to the public as holder of a license or certification issued under this article, either directly, by means of signs, sign cards metal plates or stationery, or indirectly in any other manner whatsoever. However, nothing herein shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that 51 percent or more of the control of the voting capital stock of such partnership, corporation or other business

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association is owned by one or more holders of a Westchester County master plumbing license and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such license holder or holders.

C. Contract with single bid:

Where the project does not involve separate bids pursuant to the New York General Municipal Law but where some plumbing work is contemplated along with other work, the person, firm, partnership or corporation engaged to perform said plumbing work must possess a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners.

- D. A plumbing bidder must complete the "Certificate of License (Plumbing)" of the Proposal Pages and will be required to furnish a copy of such license and the County issued identity badge with the sealed Bid. Other bidders will be required to furnish a copy of such license and the County issued identity badge for the applicable person engaged to perform the plumbing work when request by the County, prior to awarding the contract.
- E. A restricted Master Plumber's license issued by the Westchester County Board of Plumbing Examiners shall satisfy the requirements of this section provided such restricted license authorizes the Master Plumber to engage in the business of plumbing within the local municipality in which the work under the contract is to be performed.
- F. The license must be maintained at all times during the performance of the work contemplated under the contract. The suspension, revocation or the failure to maintain or renew such license shall, in addition to any other right or remedy available to the County, be grounds for immediate termination of the contract, effective immediately upon notice from the Commissioner.

### 35. LICENSE REQUIREMENTS (HAULERS)

#### **(Haulers Of Solid Waste; Recyclables; Construction And Demolition Debris; Garden And Yard Waste And/Or Scrap Metal)**

A. DEFINITIONS:

- 1) "Class A" refers to all haulers except those whose hauling business is limited solely to Class C, Class D or Class E activities or whose recycling business is limited to Class B activities. Class A Licensees may also conduct Class B, Class C, Class D and Class E activities.
- 2) "Class B" refers to Recyclable brokers. Class B Licensees may also conduct Class C, Class D and Class E activities.
- 3) "Class C" refers to haulers who exclusively handle construction and demolition debris. Class C Licensees may also conduct Class D and Class E activities. With respect to Class C haulers, the following shall apply: a. Class "C-1" shall refer to a business or subsidiary which generates construction and demolition debris, as defined herein, and which, incidental to such business, transports, stores, processes, transfers or disposes of the construction and demolition debris generated by the

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operations of such business or subsidiary. Class "C-1" Licensees may also conduct Class E activities; b. Class "C-2" shall refer to all other businesses which otherwise transport, collect, store, transfer, process, or dispose of construction and demolition debris. Class "C-2" haulers may also conduct Class "C-1", Class D and Class E activities.

- 4) "Class D" refers to (i) haulers who collect, store, transport, transfer, process or dispose of garden and yard waste generated, originated or brought within the County where such garden and yard waste was previously generated by a person or entity other than the Licensees and/or (ii) haulers who collect, store, transport, transfer, process or dispose of garden and yard waste and which own, lease, or control one or more vehicles having three (3) or more axles which vehicles will be used in the collection, storage, transfer, transportation, processing or disposal of garden and yard waste generated, originated or brought within the County.
- 5) "Class E" refers to haulers who exclusively conduct a scrap peddler business.
- 6) "Construction and Demolition Debris" means uncontaminated Solid Waste resulting from the construction, remodeling, repair and demolition of structures and roads, and uncontaminated Solid Waste consisting of vegetation resulting from land clearing and grubbing, utility line maintenance and seasonal and storm-related cleanup. Such waste includes, but is not limited to, bricks, concrete and other masonry materials, soil, rock, wood, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other waste, electrical wiring and components containing no hazardous liquids, metals, and trees or tree limbs that are incidental to any of the above.
- 7) "Hauler" means any person excluding municipalities, the County and any County district including, but not limited to, Refuse Disposal District No. 1 and all County sewer and water districts, who, for a fee or other consideration, collects, stores, processes, transfers, transports or disposes of Solid Waste, Recyclables or construction and demolition debris that is generated or originated within the County or brought within the boundaries of the County for disposal, storage, transfer or processing.
- 8) "Recyclables" means those materials defined as "Recyclables" under Section 825.30 (8) of the Westchester County Source Separation Law.
- 9) "Scrap Peddler" shall mean any person who collects scrap materials for sale to a Recyclable broker using no more than one vehicle for collection and transportation of such materials.
- 10) "Solid Waste" means all putrescible and non-putrescible materials or substances, except as described in Paragraph 4 of 6 NYCRR Part 360-1.2(a), and/or regulated under 6 NYCRR Part 364, that are discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection including, but not limited to, garbage, refuse, commercial waste, rubbish, ashes, incinerator residue and construction and demolition debris. "Solid Waste" shall not be understood to include Recyclables as defined above.

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- B. **PLEASE TAKE NOTICE** - In accordance with the requirements of Chapter 826-a, Article III of the Laws of Westchester County, it is unlawful for any person to collect, store, transfer, transport or dispose of solid waste; recyclables; construction and demolition debris; garden and yard waste and/or scrap metal, as defined herein, that is generated or originated within the County or brought within the boundaries of the County for disposal, storage, transfer or processing, or to conduct any activities defined as Class A, Class B, Class C, Class D or Class E activities under Chapter 826-a of the Laws of Westchester County, in Westchester County (hereinafter collectively referred to as "hauling") without having first obtained a license therefore from the Westchester County Solid Waste Commission.

In no event shall the County incur any liability with respect to any hauling activities conducted by the bidder or any subcontractor of the bidder in violation of Chapter 826-a of the Laws of Westchester County.

- C. Where the project necessitates that hauling be performed, either the bidder or the person, partnership, corporation, business organization or other business entity engaged to perform such hauling work on behalf of the bidder (hereinafter the "subcontractor") must possess a valid license issued by the Westchester County Solid Waste Commission at the time of submission of the bid and throughout the duration of any contract issued pursuant thereto.
- D. A hauler bidder must complete the "Certificate of License (Hauler)" of the Proposal Pages and will be required to furnish a copy of such license with the sealed bid. Other bidders will be required to furnish a copy of such license for the applicable person engaged to perform the hauling work when requested by the County, prior to awarding the contract.
- E. The suspension, revocation, or the failure to maintain or renew such license may, in addition to any other right or remedy available to the County, be grounds for termination of the contract, effective immediately upon notice from the Commissioner. The bidder which is awarded the contract hereunder shall have a continuing obligation to notify the Commissioner, within (2) business days, of any suspension, revocation or other action taken with respect to any license issued by the Westchester County Solid Waste Commission which may limit or impair the bidder's ability, or the ability of any authorized subcontractor, to perform such hauling work in the County of Westchester.

It shall be the bidder's responsibility to ensure that any subcontractor who will perform the hauling services required under any contract issued pursuant to this bid specification has a valid license for the duration of the term of any contract awarded hereunder.

- F. In the event that a license held by the bidder or its subcontractor is revoked, suspended or otherwise discontinued by the Westchester County Solid Waste Commission, or in the event that the bidder is otherwise required to obtain the services of a new or alternate subcontractor for the hauling work, the bidder shall immediately notify the Commissioner and seek the Commissioner's approval for the use of such subcontractor to provide the hauling services which are required under the contract, and shall provide the Commissioner with a copy of the license issued by the Westchester County Solid Waste Commission to such subcontractor. No bidder or subcontractor shall provide

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hauling services under the contract until a copy of its license has been provided to the Commissioner and the Commissioner has approved of such bidder or subcontractor.

### 36. MINORITY PARTICIPATION POLICY

- A. Pursuant to Chapter 308 of the Laws of the County of Westchester, the County encourages the meaningful and significant participation of business enterprises owned by persons of color and women - Minority Business Enterprise (MBE) and Women Business Enterprise(WBE); on County of Westchester contracts.
- B. It is the goal of the County of Westchester to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in contracts and projects funded by all departments of the County and to develop a policy to efficiently and effectively monitor such participation.
- C. In recognition of the need to promote the development of business enterprises owned and controlled by persons of color and women to achieve a goal of equal opportunity, and overcome the existing under representation of these groups in the business community, the County of Westchester acting through its Office of Economic Development shall as a lawful public and County purpose provide technical and informational assistance to such business enterprises with a particular emphasis on education programs to encourage participation in the contract procurement process.
- D. For the purposes of this Local Law, a business enterprise owned and controlled by women or persons of color shall be construed to mean a business enterprise including a sole proprietorship, partnership or corporation that is: (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated. In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR Subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.
- E. The Contractor hereby acknowledges and agrees:
  - 1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall be reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

## INFORMATION FOR BIDDERS

- 2) That no contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status;
  - 3) That there may be deducted from the amount payable to the contractor by the County under this contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
  - 4) That this contract may be canceled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
  - 5) The aforesaid provisions of this section covering every contract for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
  - 6) Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the County.
- F. In furtherance of the Contractor's obligation to make documented good faith efforts to utilize Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) for the Work required by this Contract, the Contractor shall provide the Minority/Women Business Enterprise Questionnaire signed by an officer of the Contractor, and any additional information requested by the County, including but not limited to the following, which shall be delivered to the Construction Administrator and \_\_\_\_\_, Program Manager of Minority- and Women-Owned Business Program, County of Westchester, Room 911, 148 Martine Avenue, White Plains, New York 10601 coincident with the Contractor's delivery to the County of its bid and shall be provided by the Contractor with any request for approval of subcontractors:
- 1 (a) The name, address, telephone number and contact person of each MBE and WBE solicited verbally by Contractor during the applicable period for the performance of any portion of the Contractor's Work and the date(s) that each such solicitation was made;
  - 1 (b) A description of the portion of the Contractor's Work for which each such solicitation is made.
  - 1 (c) A listing of the project documents, if any, furnished to each such MBE and WBE.
  2. A copy of each written solicitation sent by the Contractor to each MBE and WBE and the name and address of each MBE and WBE to whom the solicitation was made.
  - 3) The name and address of each MBE and WBE that performs any portion of the Contractor's Work, a description of such portion of the Work and the dollar



## INFORMATION FOR BIDDERS

amount therefore.

- 4) A statement that the Contractor reviewed a list of MBE and WBE contractors in their outreach efforts. A list can be found at [www.westchestergov.com/mwob](http://www.westchestergov.com/mwob).
- 5) Indicate those MBE and WBE contractors found on the list that provided the type of subcontractor services required for this project. If none were found, please indicate.
- 6) Describe other outreach efforts, including other MBE and/or WBE lists, organizations or individuals that were contacted.

The failure of the low bidder to comply with the provisions of this subparagraph F may result in the County NOT awarding this contract to your firm. Failure of the Contractor to comply with the provisions of this subparagraph F may constitute a material breach of this Contract. Failure to comply with the Minority Participation Policy may be considered by the County when awarding contracts.

### 37. SEXUAL HARASSMENT POLICY

- A. As with discrimination involving race, color, religion, age, sexual orientation, disability, and national origin, Westchester County also prohibits sex discrimination, including sexual harassment of its employees in any form. The County will take all steps necessary to prevent and stop the occurrence of sexual harassment in the workplace.
  - 1) **This policy applies to all County employees and all personnel in a contractual relationship with the County.** Depending on the extent of the County's exercise of control, this policy may be applied to the conduct of non-County employees with respect to sexual harassment of County employees in the workplace.
  - 2) This sexual harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission.
- B. Sexual advances that are not welcome, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:
  - 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; -OR-
  - 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, such as promotion, transfer, or termination, affecting such individuals; -OR-
  - 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- C. Sexual harassment refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes

## INFORMATION FOR BIDDERS

with an employee's work performance and effectiveness or creates an intimidating, hostile or offensive working environment.

### 38. SMOKE-FREE WORKPLACE POLICY

- A. By way of Executive Order No. 5 of 1998 and Local Law 3 of 2003, it is now the policy of the County of Westchester to institute a smoke-free “workplace”.
- B. Every indoor County “workplace”, shall become a smoke-free area. The smoking or carrying of lighted cigarettes, cigars, pipes, or any other tobacco-based products, or products that result in smoke, is hereby banned.
- C. Every indoor County “workplace” shall be covered under this Executive Order, including the County Jail in Valhalla and the Westchester County Center in White Plains. This Executive Order shall not, however, apply to County-owned facilities that are not County “workplaces”, such as employees housing or privately run restaurants on County property (e.g. at the County golf courses).
- D. The Richard J. Daronco County Courthouse shall not, for purposes of this Executive Order, be considered a County “workplace”, and therefore shall not be required to be smoke-free.
- E. This Executive Order is intended to be consistent with, and not modify, any provisions of the New York State Public Health Law.
- F. This Executive Order shall take effect immediately and remain in full force and effect until otherwise superseded or revoked.

### 39. COUNTY ENERGY EFFICIENT PURCHASING POLICY

- A. By way of Executive Order No. 9 of 2002, it is now the policy of the County of Westchester to institute an Energy Efficient Purchasing Policy.
- B. This policy shall apply to all purchases made by and for the County in accordance with applicable laws, rules and regulations.
- C. Wherever the price is reasonably competitive and the quality adequate for the purpose intended, purchase and utilization of products that meet Energy Star requirements for energy efficiency as determined by the United States Environmental Protection Agency and the United States Department of Energy is hereby recommended.
- D. If the Energy Star label is not available with respect to a particular product, than it is recommended that products in the upper twenty-five percent of energy efficiency as designated by the United States Federal Energy Management Program shall be purchased and utilized if the prices of those products are reasonably competitive and the quality adequate for the purpose intended.

### 40. RESTRICTION ON USE OF TROPICAL HARDWOODS

- A. The bidder/proposer shall not use or propose to use any tropical hardwoods or tropical hardwood products in any form, except in accordance with State Finance Law § 165 (Use of Tropical Hardwoods), as may be amended from time to time. Pursuant to the

## INFORMATION FOR BIDDERS

State Finance Law § 165, any bid/proposal which proposes or calls for the use of any tropical hardwood or wood product in the performance of the contract shall be deemed non-responsive.

### 41. DISCLOSURE OF RELATIONSHIPS TO COUNTY

- A. The successful bidder is required to complete the form entitled “Required Disclosure of Relationships to County” on Proposal Pages 32-33 before award of the contract.
- B. In the event that any information provided on the completed Proposal Pages entitled “Required Disclosure of Relationships to County” changes during the term of this agreement, the Contractor shall notify the Commissioner in writing within ten (10) days of such event by submitting a revised “Required Disclosure of Relationships to County” form.

### 42. CONTRACTOR DISCLOSURE STATEMENT

The Contractor and each Major Subcontractor represents that all information provided by the Contractor and Major Subcontractor in the form entitled “Contractor Disclosure Statement” on Proposal Pages 23-31 is in all respects true and correct. In the event the information provided on that document changes during the term of this agreement or for a period of three (3) years after the date that the Contractor and/or the Major Subcontractor receives final payment under this agreement, the Contractor and/or Major Subcontractor shall notify the Commissioner in writing within ten (10) days of such event by submitting a revised “Contractor/Major Subcontractor Disclosure Statement”. Bidders must complete the Required Disclosure of Relationships to County form. The Required Disclosure of Relationships to County form is located on Proposal Pages 32-33.

### 43. CRIMINAL BACKGROUND INFORMATION

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following “Persons Subject to Disclosure” (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure has either one of the following:

(a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State);

(b) A pending criminal proceeding for a crime(s) as defined above; or

## INFORMATION FOR BIDDERS

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

(b) If any of the Persons Subject to Disclosure providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Contractor is required to review the Instructions found in the instructions and complete “Contractor and all persons subject to Disclosure Certification Forms” located at Forms Pages 11-13 as well as any other applicable criminal disclosure forms (i.e., Forms Pages 14 through 19,” together with Forms Pages 11-13 collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Contractor shall notify the Procuring Officer<sup>1</sup> in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Contractor is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Contractor and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

If the Procuring Officer determines that the Contractor is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Contractor in writing, and the appropriate Disclosure Forms shall be required.

It shall be the Contractor’s duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Contractor to submit a completed Certification Form “Forms Pages 11-13”annexed hereto as ,” which certifies that the Contractor and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Contractor or any Person Subject to Disclosure (also referred to as “Person”)

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<sup>1</sup> “Procuring Officer” shall mean the head of the department or the individual(s) authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

## INFORMATION FOR BIDDERS

affirmatively advise that they have been convicted of a crime said Person shall be identified in Forms Page 14 entitled “Names And Titles Of Persons Subject To Disclosure That Answered Yes” to any questions on Forms Pages 11-13 and shall complete Forms Pages 15-16 entitled, “Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime.”

Should the Contractor or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Forms Page 14 and shall complete the form annexed hereto as Forms Pages 17-18 entitled, “Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges.”

Should the Contractor or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed on Forms Page 19 entitled “Persons That refused To Answer”.

It shall be the duty of the Contractor to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Contractor to assure that all of their proposed Subcontractors complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Contractor needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Contractor.

The Contractor shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

**THE CONTRACTOR HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE PROCURING OFFICER AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIREMENTS BY EXECUTIVE ORDER 1-2008.**

Any failure by the Contractor to comply with the disclosure requirements of Executive Order 1-2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County, a material breach by the Contractor and may be grounds for immediate termination of this Agreement by the County.

#### 44. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Pursuant to NYS Labor Law §220-h – On all public work projects of at least \$250,000 all laborers, workers and mechanics employed, in the performance of the contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the

## INFORMATION FOR BIDDERS

whole or a part of the work contemplated by the contract, are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.



### **3. GENERAL CLAUSES**

**DEPARTMENT OF PUBLIC WORKS**

**Division of Engineering**

## GENERAL CLAUSES

### 1. MATERIAL AND WORKMANSHIP

It is the intent of these specifications to require first-class work and new and best quality materials. For any unexpected features arising during the progress of the work and not fully covered herein the specifications shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor.

- 1) Upon award of the Contract, the Contractor shall furnish in writing to the Construction Administrator the sources of supply for concrete, and other materials that it proposes to use in the work, and material shall not be furnished from other sources of supply except after written approval by the Construction Administrator. The Contractor shall, before ordering equipment verify that Suppliers of equipment will provide the required warranties, guarantees, and maintenance services.

### 2. DEFINITIONS

COMMISSIONER - The head of the Department of Public Works of the County of Westchester.

CONSTRUCTION ADMINISTRATOR- The representative of the Commissioner of Public Works at the project site who, unless specifically designated otherwise in the Contract, shall in the first instance, make such determinations as are necessary for the expeditious completion of the Work, except for those determinations that are reserved to the Commissioner.

CONTRACT - Shall mean each of the various parts of these documents both as a whole or severally and except for titles, subtitles, headings and table of contents, shall include the Notice to Bidders, Information for Bidders, the Proposal, the Specifications, the Performance Bond, the Plans, the Contract Form, and all addenda and provisions required by law.

CONTRACTOR - Party of the second part to the Contract acting directly or through its agents, subcontractors, or employees, and who is responsible for all debts pertaining to and for the acceptable performance of the work for which it had contracted.

COUNTY - Party of the first part to the Contract as represented by the Board of Acquisition and Contract and the Commissioner of Public Works for the County of Westchester.

ENGINEER - An Engineer or Architect that designed the project and is serving as the duly authorized representative of the Commissioner of Public Works who, in addition to the duties set forth in the Contract, shall, in the first instance, make such determinations as are necessary to ensure the Contractor's compliance with its obligations for the preparation and submission of shop drawings and all other submittals required for the Work. If there is no Engineer the duties of the Engineer shall be performed by the Construction Administrator and all references in this



## GENERAL CLAUSES

Agreement to the Engineer shall be deemed to mean the Construction Administrator.

**MAJOR SUBCONTRACTOR-** Subcontractors performing all or a portion of the work for Electrical; Heating, Ventilating and Air Conditioning; Fire Prevention; General Construction; and/or any Subcontractor whose subcontract price is equal to or greater than ten percent (10%) of the Contract Price.

**OWNER -** The County of Westchester.

**PLANS -** All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

**SPECIFICATIONS -** The body of directions, requirements, etc. contained in this present volume, together with all documents of any descriptions and agreements made (or to be made), pertaining to the methods(or manner) of performing the work or to the quantities and quality. Specifications shall also include the Notice to Contractors, Instructions to Bidders, Bond, Proposal and Contract Agreement.

**SURETY -** The corporate body, which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the contract, and to indemnify the County against all claims for damages.

**A.A.S.H.O. -** American Association of State Highway Officials

**A.R.E.A. -** American Railway Engineering Association

**A.S.T.M. -** American Society for Testing Materials

**A.W.W.A. -** American Water Works Association

**N.E.C. -** National Electrical Code

**N.E.M.A. -** National Electric Manufacturers Association

### 3. BOUNDARIES OF WORK

The County will provide land or rights-of-way for the work specified in this Contract. Other contractors, employees or concessionaires of the county, may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors and employees of the County all reasonable facilities and assistance for the completion of adjoining work.

### 4. OVERLAPPING WORK

The Contractor shall take notice that because of work on other contracts within and adjacent to the contract limits it may not have exclusive occupancy of the territory within or adjacent

## GENERAL CLAUSES

to the contract limits, and that during the life of this contract the owners and operators of Public Utilities may make changes in their facilities.

The said changes may be made by utility employees or by contract within or adjacent to the contract limits and may be both temporary and permanent.

The Contractor shall cooperate with other Contractors and owners of various utilities and shall coordinate and arrange the sequence of its work to conform with the progressive operations of work already or to be put under contract. Cooperation with Contractors already or to be engaged upon the site is essential to properly coordinate the construction efforts of all Contractors, Utility Owners and Subcontractors engaged in work within and adjacent to the contract limits.

The Contractor shall coordinate the work of its various Subcontractors. Their respective operations shall be arranged and conducted so that delays are avoided. Where the work of the Contractor or Subcontractor overlaps or dovetails with that of other Contractors, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. The Contractor shall coordinate its work to be done hereunder with the work of the other Contractor(s) and the Contractor shall fully cooperate with such other Contractor(s) and carefully fit its own work to that provided under other contracts as may be directed by the Construction Administrator. If the Construction Administrator shall determine that the Contractor is failing to coordinate its work with the work of the other Contractor(s) as the Construction Administrator has directed, then the Commissioner shall have the right, at its sole option, to withhold any payments otherwise due hereunder until the Construction Administrator's directions are complied with by the Contractor and/or deduct the costs incurred by the County due to the Contractor's failure or refusal to so cooperate. Delays or oversights on the part of the Contractor or Subcontractors or Utility Owners in performing their work in the proper manner thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

In the event of interference between operations of Utility Owners and other Contractors, or among the Contractors themselves, the Construction Administrator shall be the sole judge of the rights of each Contractor insofar as the sequence of work necessary to expedite the completion of the entire project, and in all cases its decision shall be final. The Contractor agrees that it has included in its unit prices bid for the various items of the contract the possible additional cost of performing the work under this contract because it may not have a clear site for its work and because of possible interference of roadway use, other Contractors and necessary utility work, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed. The County shall not be liable for any damages suffered by any Contractor by reason of another Contractor's failure to comply with the directions of the Construction Administrator, or by reason of another Contractor's default in performance or by any act or failure to act of any Utility Owner or anyone working on its behalf, it being understood that the County does not guarantee the responsibility or continued efficiency of any Contractor or Utility Owner and under no circumstances shall the County be liable to any Contractor or Utility Owner for any delays, interferences or any other impediment or hindrance to the Contractor's or Utility Owner's work .

## GENERAL CLAUSES

Should the Contractor sustain any damage through any act or omission of any other contractor having a Contract with the County for the performance of work upon the site or of work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder, or through any act or omission of a supplier or subcontractor of whatever tier of such contractor, the Contractor shall have no claim against the County for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision that has been or will be inserted in the Contracts with such other contractors.

Should any other Contractor having or who shall hereafter have a Contract with the County for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through the act or omission of any subcontractor of whatever tier of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the County shall be allowed the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses, including attorney's fees, incurred by the County in connection therewith and to indemnify and hold the County harmless from all such claims.

The County's right to indemnification hereunder shall not be diminished or waived by its assessment against the Contractor of liquidated damages as may be provided elsewhere herein.

Delays in availability of any part of the site or any delays due to interference between the several Contractors and the Utility Owners shall be compensated for by the Construction Administrator solely through granting an extension of time in which to complete the work of the contract without assessment of Engineering charges. The Contractor in submitting its bid hereby agrees that it shall make no other claim against the County for any damages due to such delays or interference.

### **5. PROPER METHOD OF WORK AND PROPER MATERIALS**

The Construction Administrator shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Construction Administrator as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall promptly conform to such order; but the failure of the Construction Administrator to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.

## GENERAL CLAUSES

### 6. CONTROL OF AREA

Unloading of materials and parking of equipment shall be subject to the orders of the Construction Administrator so far as he may find necessary for the protection and safety of the traveling public and the preservation of property.

### 7. PERMITS, FEES, ETC.

The County will obtain at its sole cost the necessary New York State Pollutant Discharge Elimination System ("SPDES") Permit and will sign the associated Notice of Intent ("NOI"). The Contractor and its subcontractors will sign the required Certification Statement (a copy of which is contained as Proposal Page ) when it signs the contract.

All necessary permits from County, State or other concerned Public Authorities shall be secured at the cost and expense of the Contractor. It shall also give all notices required by law, ordinance, or the rules and regulations of the concerned Public Bureaus or Departments, and also as a part of the Contract, comply without extra charge or compensation with all State Laws and all other Ordinances or Regulations that may be applicable to this work. Contractor, however, shall first notify the Commissioner before proceeding with securing of all necessary permits and the giving of required notices.

### 8. TRAFFIC

The General Contractor shall be responsible for the Maintenance and Protection of traffic at all times until the date of completion and acceptance of its work.

During the whole course of the work the Contractor shall so conduct its work and operations so as to interfere with traffic passing the work as little as possible and effect by every reasonable means the safety and comfort of pedestrians, vehicles and vehicle passengers passing the work.

### 9. INSPECTION

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Construction Administrator or his/her assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Construction Administrator. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Construction Administrator is intended to aid the Contractor in supplying labor and materials in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of its contract obligations.

### 10. STOPPING WORK

The Commissioner, Construction Administrator or Engineer may stop by written order any work or any part of the work under this contract if, in his/her opinion, the methods employed

## GENERAL CLAUSES

or conditions are such that unsatisfactory work might result. When work is so stopped it shall not be resumed until the methods or conditions are revised to the satisfaction of the Commissioner, which must be signified in writing. The Contractor agrees to make no claim for increased costs arising from the issuance of any stop work order.

### 11. DIMENSIONS

Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought to the attention of the Engineer and his/her decision thereon shall be final.

### 12. PAYMENTS TO COUNTY

Wherever in the Contract Documents the Contractor is required to make a payment to the County, the Contractor agrees that the County has the option to withhold such sum(s) from payments otherwise due to the Contractor and that all such sums withheld shall be deemed not to be earned by the Contractor.

### 13. PROTECTION OF UTILITIES AND STRUCTURES

The Contractor shall be responsible for the preservation of all public and private underground and surface utilities/structures at or adjacent to the construction work; insofar as they may be endangered by the work. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, the County does not guarantee their locations even though the information will be from the best available sources.

The Contractor shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure; shall properly protect all utilities/structures encountered; shall at their expense repair/replace any items that are damaged; and shall proceed with caution to prevent undue interruptions to utility services.

Investigation and/or on-site mark-out, by the County, must be done prior to excavation work at the Valhalla Campus. This investigation/mark-out is to serve as a guide for the Contractor and does not absolve the Contractor from the responsibility to repair/replace identified or non-identified utilities/structures, at no cost to the County.

All excavation work performed at the Valhalla Campus requires the submission of a completed "Ground Penetration" form/sketch(es) will be distributed to the appropriate utility owners. Therefore, the Contractor should assume that no excavation work can be performed until approximately twenty (20) working days after submission of the form/sketch(es), but not prior to approval by the DPW-BO Superintendent of Buildings.

### 14. PROTECTION OF WATER RESOURCES & THE ENVIRONMENT

The Contractor is responsible to review the specifications and drawings as they relate to this Agreement to ascertain what procedures must be followed in order to comply with all applicable stormwater management, water quality control, erosion, and sediment control

## GENERAL CLAUSES

laws, rules, regulations and permits. If the Contractor is of the opinion that any work required, necessitated, or contained in the specifications or otherwise ordered conflicts with the applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations, procedures, and permits, including, without limitation, all applicable provisions of the New York State Stormwater Management Design Manual, and the New York Standards and Specifications for Erosion and Sediment Control as they may be amended from time to time, it must promptly notify the First Deputy Commissioner of the Department of Public Works in writing.

In addition to all other requirements contained in this Agreement, the Contractor recognizes and understands that it is an essential element of this Agreement that the Contractor complies with the County's policies to protect water resources and the environment. The Contractor must comply with all applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations, permits, procedures and specifications, including, without limitation, all applicable provisions of the New York State Stormwater Management Design Manual,<sup>1</sup> the New York Standards and Specifications for Erosion and Sediment Control as they may be amended from time to time. All of these documents should be obtained from the New York State Department of Environmental Conservation to ensure that the Contractor has the latest version. It should be noted that the standards set forth in the New York State Stormwater Management Design Manual, and the New York Standards and Specifications for Erosion and Sediment Control apply to ALL work done for the County, regardless of the size of the project. In case of a conflict among the governmental regulations and standards, the most stringent regulation, standard or recommendation shall apply to the work done under this Agreement.

The Contractor and its subcontractors shall execute the required Stormwater Pollution Prevention Certification, which is located at Proposal Page 20. In addition, the Contractor acknowledges that if the work required under this Agreement requires that a State Pollutant Discharge Elimination System ("SPDES") permit be obtained from the New York State Department of Environmental Conservation, then the Contractor must comply with the terms and conditions of the SPDES permit for stormwater discharges from construction activities and the Contractor will not take any action or fail to take any necessary action that will result in the County being held to be in violation of said permit or any other permit. The Contractor shall cooperate with the County in obtaining the permit and comply with the SPDES permit and all other applicable laws, rules, regulations and permits.

The Contractor shall provide, as the Commissioner or his designee may request, proof of compliance with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications.

The Contractor is responsible to ascertain which of the laws, rules, regulations, permits and standards referenced above affect its construction activities, and the Contractor shall be solely responsible for all costs and expenses, including any penalties or fines, incurred by the County, due to the Contractor's failure to comply with such applicable laws, rules,

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<sup>1</sup> available at <http://www.dec.state.ny.us/website/dow/swmanual/swmanual.html> - The location of this reference is provided to assist the Contractor; it does not relieve the Contractor from the obligation of obtaining and complying with the latest version of the document.

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permits, regulations, standards and County policies. The Contractor shall be responsible to defend and indemnify the County from any and all claims resulting from the Contractor's failure to comply with the applicable laws, rules, regulations, permits, standards and County policies.

Failure of the Contractor to comply with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications may result in the withholding of progress payments to the Contractor by the County. Such withholding of progress payments shall not relieve the Contractor of any requirements of the Agreement including the completion of the work within the specified time, and any construction sequence requirement of the Agreement.

The Contractor acknowledges that its failure to comply with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications shall constitute a material breach under this contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, the County shall have the right, in its sole discretion to suspend, discontinue or terminate this Agreement immediately upon notice to the Contractor. In such event, the Contractor shall be liable to the County for any additional costs incurred by the County in the completion of the project.

The failure of the Contractor to comply with these requirements could lead to a determination that the Contractor is not a responsible bidder when the Contractor is bidding on other projects.

### 15. SANITARY REGULATIONS

The Contractor shall obey and enforce such sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. The building of shanties or other structures for housing the men, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

### 16. CLEANING UP

Upon completion of the work, the Contractor shall remove all equipment, rubbish, debris and surplus materials from the buildings, and grounds, and provide a suitable dumping place for such materials. The premises shall be left in a neat, clean and acceptable condition.

No litter, debris of any kind shall be allowed to accumulate for more than one day in any portion of the buildings or grounds, and must be removed from the area at the end of each workday.

### 17. PREVENTION OF DUST HAZARD

In accordance with the New York State Labor Law, Section 22a, in the event a silica or other harmful dust hazard is created due to construction operations under the contract, the Contractor shall install, maintain and keep in effective operation the appliances and methods

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for the elimination of such silica dust or other harmful dust as have been recommended and approved by State and local authorities.

### 18. REPRESENTATIVE ALWAYS PRESENT

The Contractor in case of its absence from the work shall have a competent representative **fluent in English** or foreman present, who shall obey without delay, all instructions of the Construction Administrator in the prosecution and completion of the work in conformity with this contract, and shall have full authority to supply labor and material immediately.

### 19. WORK IN BAD WEATHER

During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

### 20. PROTECTION OF WORK UNTIL COMPLETION

The Contractor shall be responsible for the protection and maintenance of its work until the same has been accepted by the Owner and shall make good any damage to the work caused by floods, storms, settlements, accidents, or acts of negligence by its employees or others so that the complete work when turned over to the Owner will be in first-class condition and in accordance with the plans and specifications.

### 21. REMOVAL OF TEMPORARY STRUCTURES AND CLEANING UP

On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work, shall remove all rubbish of all kinds from the grounds which he has occupied, shall do any small amount of additional trimming and grading and shall leave the entire work and premises clean, neat and in good condition. The Contractor shall provide at its own expense suitable dumping places for such material. When the necessity for protecting traffic ends, the Contractor shall remove all signs, lighting devices, barricades and temporary railings from the site of the work.

### 22. GROSS LOADS HAULED ON HIGHWAY

The Contractor shall at no time during the construction of this contract, haul gross loads exceeding the legal limit prescribed by the Highway Law over the highways of access to, or the highway included in this contract.

### 23. CONCRETE BATCH PROPORTIONS - YIELD

No Construction Administrator or Engineer is authorized to instruct or inform the Contractor, or any of its agents or employees, or its concrete supplier as to the weights of the ingredients to be used to produce a cubic yard of concrete or as to the yield to be used to produce a cubic yard of concrete or as to the yield to be expected from any batch. The Contractor shall make its own determination and give its own instructions to its agents, employees and concrete supplier as to the total quantity of ingredients to be purchased as a



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cubic yard of concrete. The right is reserved to the Construction Administrator and Engineer, however, to verify yields after batch weights have been established by the Contractor and to order a reduction in total weight per load in the event his/her calculations show that the rated capacity of truck mixers, if approved for use, will be exceeded.

### 24. DAMAGE DUE TO CONTRACTOR'S OPERATIONS

In the event that damage is caused to structures, surfacing, pavement, shrubbery, trees or to grassed areas through trucking operations, delivery of materials, the actual performance of the work, or other causes, the Contractor shall fully restore the same to their original condition at its own expense. In the event that more than one contractor causes damages to any one area, the Director of Project Management will apportion the amount of repair work to be done by each contractor. The decision of the Director of Project Management shall be final and binding upon the Contractor(s) and may not be challenged except pursuant to a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules.

### 25. PROPERTY DAMAGE

The Contractor shall not enter upon nor make use of any private property along the line of work except when written permission is secured from the owner of that property. In case of any damage or injury done along the line of work in consequence of any act or omission on the part of the Contractor, or any one in its employ, in carrying out the contract, the Contractor shall at its own expense restore the same or make repairs as are necessary in consequence thereof in a manner satisfactory to the owner of the affected property; provided, however, that the obligation thus assumed by the Contractor shall not inure directly or indirectly to the benefit of any insurer of physical damage to property or loss of use, rents or profits of property regardless of whether the insurer has actually paid the claim or made only a loan to its insured, nor to the latter if it shall waive or abandon any claim against its insurer or insurers.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the owner of the affected property, the party of the first part may upon forty-eight hours notice to the Contractor proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any monies, which are due or may become due the Contractor under its contract. The Construction Administrator shall be the sole judge as to what constitutes failure to restore or repair as above stated and service of notice by mail addressed to the Contractor at the address stated in the proposal shall be sufficient.

### 26. CLAIMS FOR DAMAGES

The Contractor agrees that it will make no claim against the County or any of its representatives for damages for delay, interference or disruption of any kind in the performance of its Contract and further agrees that any such claim arising from acts or failure to act of the County or any of its representatives shall be fully and exclusively compensated for by an extension of time to complete the performance of the work as provided herein.

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### 27. EXTENSIONS OF TIME

An extension or extensions of time may be granted only by the Commissioner and only upon a verified application therefore by the Contractor. Each application for an extension of time must set forth in detail the nature of each cause of delay in the completion of the work, the date upon which each such cause of delay began and ended, and the number of days attributable to each of such causes. If the schedule for this project is based upon the Critical Path Method, the Contractor must also demonstrate that the delay for which an extension of time is sought occurred on the critical path. A formal written notice of the Contractor's intent to apply for an extension of time must be submitted to the Commissioner within seven (7) calendar days of the start of the alleged delay. The formal application for the extension of time must be submitted to the Commissioner no later than ten (10) calendar days after the end of the delay, but in no event later than the Contractor's submittal of its application for its substantial completion payment. The failure of the Contractor to timely submit either its formal written notice of its intent to apply for an extension of time or the application thereof shall be deemed a waiver of any entitlement to any extension of time.

The Contractor shall be entitled to an extension of time for delay in completion of the work caused solely (1) by the acts or omissions of the County, its officers, agents or employees; or (2) by the acts or omissions of other Contractors on this project; or (3) by supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God, excessive inclement weather, war, or any other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).

The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the Engineer or Commissioner. If one of multiple causes of delay operating concurrently results from any act or omission of the Contractor or of its subcontractors of whatever tier, and would of itself (irrespective of concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act or omission and the Contractor shall re-arrange his Progress Schedule and operations so as to complete the Work within the time set forth in the Contract and minimize the impact of the Work on the other Prime Contractors.

The determination made by the Commissioner or Engineer on an application for an extension of time shall be binding and conclusive on the Contractor and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

Permitting the Contractor to continue with the work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall not operate as waiver on the part of the County of any of its rights or remedies under this contract nor shall it relieve the Contractor from his obligation under the Contract, including without limitations its liability to the County for liquidated damages, engineering costs, delays, damages, and/or costs incurred by the County.

If the Commissioner deems it advisable and expedient to have the Contractor complete and furnish the Work after the expiration of the time of Completion of Work (see "Required

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Time For Completion Of The Work” of the General Requirements) and in order that the County’s fiscal officers may be permitted to make payment to the Contractor for Work performed beyond that date, the Commissioner may extend the Contract solely for the purpose of enabling the Contractor to be paid for Work performed. This extension shall in no way relieve the Contractor from his obligation under the Contract, including without limitations its liability to the County for liquidated damages, engineering costs, delays, damages, attorney’s fees and/or costs incurred by the County, nor shall such extension of time be asserted by the Contractor in any action or proceeding as evidence that it completed its work in a timely manner.

The time necessary for review by the Engineer of all submittals including vendors, shop drawings, substitutions, etc., and delays incurred by normal seasonal and weather conditions should be anticipated and is neither compensatory nor eligible for Extensions of Time.

When the Work embraced in the Contract is not completed on or before the date specified herein, engineering and inspection expenses incurred by the County of Westchester upon the Work from the completion date originally fixed in the Contract to the final date of completion of the Work may be charged to the Contract and be deducted from the final monies due the Contractor.

### 28. REQUEST FOR APPROVAL OF EQUAL

#### A. GENERAL REQUIREMENTS

Wherever in the Contract Documents an article, material, apparatus, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it is understood that it constitutes the standard requirement to meet the contract specifications. Where two or more articles, materials, apparatus, products or processes are listed as acceptable by reference to trade name or otherwise, the choice of these will be optional to the bidder.

Bidders may base their bid on one of the specified items, or they may base their bid on an “equal”. However, the bidder should be aware that the County makes the final determination as to what constitutes an equal.

If the Engineer shall reject the proposed equal as not being the equal of that specifically named in the contract, the successful bidder (Contractor) shall immediately proceed to furnish the designated article, material, apparatus, product or process as specified or an approved equal without additional cost or time delay to the County.

#### B. REVIEW PROCESS

- 1) Within fifteen (15) days from the Notice to Proceed, requests for approval of equals must be proposed to the Commissioner on the “Request For Approval Of Equal” form of the Sample Forms. This Period for submitting requests will be strictly enforced. Such requests shall conform to the requirements of this Article.
- 2) Requests for approval of equals will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.
- 3) If the materials and equipment submitted are offered as equals to the Contract

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Documents the Contractor shall advise the County and the Engineer of the requested equal and comply with the requirements hereinafter specified in this Article.

- 4) Where the acceptability of an equal is conditioned upon a record of satisfactory operation and the proposed equal does not fulfill this requirement, the Engineer, at his/her sole discretion, may accept the equal if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the County for any failure occurring within the specified time. The equal item must meet all other technical requirements contained in the Specification.
- 5) The successful bidder shall furnish such information as required by the Engineer to demonstrate that the equal article, material, apparatus, product or process is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to utilize the proposed equal.
- 6) Contractor shall submit:
  - a. For each proposed request for approved equal sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed request for approved equal is equal, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.
  - b. Certified tests, where applicable, by an independent laboratory attesting that the proposed equal is equal.
  - c. A list of installations where the proposed equal equipment or materials is performing under similar conditions as specified.
- 7) Requests for approval of equal after the period set forth in B. REVIEW PROCESS, Paragraph 1, above will not be accepted for evaluation except in case of strikes, discontinuance of manufacturer or other reason deemed valid by the Engineer whereby the specified products or those approved are unattainable. In such case the Contractor shall provide substantial proof that the acceptable products are unavailable.
- 8) Where the approval of an equal requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Commissioner.
- 9) In the event that the Engineer is required to provide additional engineering services, then the engineer's charges for such additional services shall be promptly paid by the Contractor to the County.
- 10) Any modifications in the Work required under other Contracts to accommodate the changed design will be incorporated in the appropriate Contracts and any resulting increases in Contract prices will be paid by the Contractor who initiated the

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changed design to the County.

- 11) In all cases the Engineer shall be the judge as to whether a proposed equal is to be approved. The Contractor shall abide by his/her decision when proposed equal items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No equal items shall be used in the Work without written approval of the Engineer.
- 12) In making request for approval of equal, Contractor represents that:
  - a. Contractor has investigated proposed equal, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified.
  - b. Contractor will provide the same or better warranties or bonds for proposed equal as for product, manufacturer or method specified.
  - c. Contractor waives all claims for additional costs or extension of time related to proposed equal that subsequently may become apparent.
  - d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering an equal proposed by the Contractor or by reason of refusal of the Engineer to approve an equal proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of an equal shall be the sole responsibility of the Contractor requesting the equal and it shall arrange its operations to make up the time lost.
- 13) Proposed Equal Will Not Be Accepted If:
  - a. Acceptance will require substantial revision of Contract Documents.
  - b. They will change design concepts or Technical Specifications.
  - c. They will delay completion of the Work, or the Work of other Contractors.
  - d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for approval of equal from Contractor.
- 14) Only those products originally specified and/or added by approved requests for equals submitted in accordance with the preceding paragraphs may be used in the Work. Whenever requests for equals are approved, it shall be understood that such approval is conditional upon strict conformance with all requirements of the Contract and further subject to the following:
  - a. Any material or article submitted for approval in accordance with the above procedure must be equal, in the sole opinion of the Engineer, to the material or article specified. It must be readily available in sufficient quantity to prevent delay of any Work; it must be available in an equivalent color, texture, dimension, gauge, type and finish as to the item or article specified; it must be equal to the specified item in strength, durability, efficiency, serviceability, compatibility with existing systems, ease and cost of maintenance; it must be compatible with the design and not necessitate substantial design modifications; it must be equal in warranties and guarantees; its use must not impose substantial additional Work, or require substantial changes in the Work of any

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other Contractor. Availability of spare parts shall be assured for the useful life of the Project.

- b. The Engineer reserves the right to disapprove, for aesthetic reasons, any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.
  - c. All requests for approval of equals of materials or other changes from the contract requirements shall be accompanied by an itemized list of all other items affected. The Engineer shall have the right, if such is not done, to rescind any approvals for equals or changes and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the equal to the Contractor.
- 15) Approval of an equal will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
- 16) In the event that the Engineer is required to provide additional engineering services as a result of a request for approval of an equal of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Engineer's charges in connection with such additional services shall be paid by the Contractor to the County.
- 17) The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within three (3) submissions. All costs to the Engineer involved with subsequent submissions requiring approval, will be paid by the Contractor to the County.

### 29. SUBSTITUTION

- A. Should the Contractor desire to substitute other articles, materials, apparatus, products or processes than those specified or approved as equal, the Contractor shall apply to the Engineer in writing for approval of such substitution. It should be noted that the bid shall not be based on a substituted article, material, apparatus, product or process. With the application shall be furnished such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the construction schedule and the contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the County.

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- B. If the Engineer shall reject any such desired substitution as not being the equivalent of that specifically named in the contract, or if it shall determine that the adjustment in price in favor of the County is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process.
- C. Request for substitutes must be proposed to the Commissioner on the "Request For Approval Of Substitution" form of the Sample Forms. Such requests shall conform to the requirements of this Article.
- D. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the County.
- E. Requests for utilization of substitutes will be reviewed during the course of the project. The impact on the project and the timeliness of submission will be of key consideration.
- F. The approval of utilization of a substitute is subject to the sole and final discretion of the Engineer.
- G. REVIEW PROCESS
  - 1) Requests for approval of substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.
  - 2) If the materials and equipment submitted are offered as substitutions to the Contract Documents or approved equal the Contractor shall advise the County and the Engineer of the requested substitutions and comply with the requirements hereinafter specified in this Article.
  - 3) Where the acceptability of substitution is conditioned upon a record of satisfactory operation and the proposed substitution does not fulfill this requirement, the Engineer, at his/her sole discretion, may accept the substitution if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the County for any failure occurring within the specified time. The substitution item must meet all other technical requirements contained in the Specification.
  - 4) The Contractor shall furnish such information as required by the Engineer to demonstrate that the equal article, material, apparatus, product or process is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended and/or that it offers substantial benefits to the County in saving of time and/or cost. The Contractor shall set forth the reasons for desiring to make this substitution.
  - 5) Contractor shall submit:
    - a. For each proposed request for approved substitute sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed request for approval should be granted, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.

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- b. Certified tests, where applicable, by an independent laboratory attesting to the performance of the substitute.
  - c. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
- 6) Where the approval of a substitute requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Engineer.
- 7) In the event that the Engineer is required to provide additional engineering services, then the engineer's charges for such additional services shall be paid by the Contractor to the County.
- 8) Any modifications in the Work required under other contracts to accommodate the changed design will be incorporated in the appropriate contracts and any resulting increases in contract prices will be charged to the Contractor by the County who initiated the changed design.
- 9) In all cases the Engineer shall be the judge as to whether a proposed substitute is to be approved. The Contractor shall be bound by his/her decision. No substitute items shall be used in the Work without written approval of the Engineer.
- 10) In making request for approval of substitute, Contractor represents that:
- a. Contractor has investigated proposed substitute, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified or offers other specified advantages to the County.
  - b. Contractor will provide the same or better warranties or bonds for proposed substitute as for product, manufacturer or method specified.
  - c. Contractor waives all claims for additional costs or extension of time related to proposed substitute that subsequently may become apparent.
  - d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering a substitute proposed by the Contractor or by reason of failure of the Engineer to approve a substitute proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of a substitute shall be the sole responsibility of the Contractor requesting the substitute and it shall arrange its operations to make up the time lost.
- 11) Proposed substitute will not be accepted if:
- a. Acceptance will require substantial revision of Contract Documents.
  - b. They will substantially change design concepts or Technical Specifications.
  - c. They will delay completion of the Work, or the Work of other Contractors.
  - d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for approval of substitute from Contractor.
- 12) The Engineer reserves the right to disapprove, for aesthetic reasons, any material or



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equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.

- 13) All requests for approval of substitutes of materials or other changes from the contract requirements, shall be accompanied by an itemized list of all other items affected by such substitution or change. The Engineer shall have the right, if such is not done, to rescind any approvals for substitutions and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.
- 14) Approval of a substitute will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
- 15) In the event that the Engineer is required to provide additional engineering services as a result of a request for approval of a substitute results in changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Engineer's charges in connection with such additional services shall be paid by the Contractor.
- 16) Structural design shown on the Drawing is based upon the configuration of and maximum loading for major items of equipment as indicated on the Drawings and as specified. If the substituted equipment furnished differs from said features, the Contractor shall pay to the County all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's charges in connection therewith.
- 17) The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within two (2) submissions. All costs to the Engineer involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be paid by the Contractor to the County, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted for, all costs involved in the reviewing and approval process will likewise be backcharged to the Contractor unless determined by the Engineer that the need for such substitution and/or deviation from Contract Documents is beyond the control of the Contractor.

### 30. EXTRA WORK: INCREASED COMPENSATION/DECREASED WORK: CREDIT TO THE OWNER

The Director of Project Management may, at any time, by a written order, and without notice to the sureties, require the performance of Extra Work or require or approve changes in the work, or Decreased Work ("work" to include but not be limited to specified methods of performing work) as he may deem necessary or desirable. The amount of compensation

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to be paid to the Contractor for any Extra Work, as so ordered, or credit to the Owner for such decreased work, as so ordered or approved, shall be determined as follows:

- 1) **First:** By such applicable unit prices, if any, as set forth in the Contract; or
- 2) **Second:** If no such prices are so set forth, then by unit prices or by a lump sum, or sums, mutually agreed upon by the Director of Project Management and the Contractor; or
- 3) **Third:** If, in the opinion of the Director of Project Management, the aforesaid unit prices, under "First" above, are not applicable, or if the two parties hereto cannot reach agreement as to new unit prices or a lump sum, or sums, under "Second" above, then by the actual net cost in money to the Contractor of the materials and of the wages of applied labor (including cost of supplements provided and premiums for Workmen's Compensation Insurance, FICA, and Federal and State Unemployment Insurance) required for such Extra Work, plus twenty (20%) percent as compensation for all items of profit and costs or expenses including administration, overhead, superintendence, insurance (other than those specifically noted above) materials used in temporary structures, allowances made by the Contractor to subcontractors, including those made for overhead and profit, additional premiums upon the performance bond of the Contractor and the use of small tools and any and all other costs and expenses not enumerated above, plus such rental for plant and equipment (other than small tools) required and approved for such extra work. Where extra work is performed by a Subcontractor, the twenty percent stipulated above shall be divided between the Contractor and the Subcontractor as per their contractual agreement, or if not defined therein, then as the Contractor sees fit.

Rental rates for any power operated machinery, trucks or equipment, which it may be found necessary to use as in "Third" above, shall be reasonable and shall be based on those prevailing in the area of the County where such work is to be done, and they shall be agreed upon in writing before the work is begun.

In no case shall the rental rates submitted exceed the rates set up in the current edition of "Equipment Watch" plus the cost of fuel and lubricants.

These rates shall include all repairs, fuel, lubricants, applicable taxes, insurance, depreciation, storage and all attachments complete, ready to operate, but excluding operators. Operators shall be paid as stated here in above for labor.

For equipment, which is already on the project, the rental period shall start when ordered to work by the Construction Administrator, and shall continue until ordered to discontinue by him. The minimum payment for any one rental period shall be four hours, unless otherwise agreed upon between the Construction Administrator and the Contractor.

For equipment which has to be brought to the project, specifically for use as in "Third" above, the County will pay all loading and unloading costs, also all transportation costs will not be paid, if the equipment is used for work other than in "Third" above while on the project. The rental period shall begin at the time the equipment has been unloaded on the

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project, and shall end on and include the day the order to discontinue the use of the equipment as in "Third" above is given to the Contractor by the Construction Administrator.

The daily rate shall apply for rental periods of four calendar days or less, the weekly rate shall apply for rental periods of more than four and not exceeding twenty-one calendar days, and the monthly rate shall apply for rental periods in excess of twenty-one calendar days. For fractional periods above the full unit rental period (day, week, month) reimbursement shall be proportioned on the basis of the applicable rental period. (Day-8 hrs.; Week-7 calendar days; Month-30 calendar days).

No percentage shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for the use of such equipment.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency.

### 31. DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of this Contract, it must promptly, within five (5) calendar days after being directed to perform such work, notify the Construction Administrator, in writing, of its contentions with respect thereto and request a final determination thereon. If the Construction Administrator determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Construction Administrator's determination and direction, notify the Construction Administrator, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

While the Contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the Contractor shall furnish the Construction Administrator daily with three copies of written statements signed by the Contractor's representatives at the site showing:

- 1) the name of each worker employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
- 2) the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

It is expressly agreed that no dispute over the scope of the Contractor's work or any portion thereof shall cause any delay or interruption to the Contractor's work.

In addition to the foregoing statements, the Contractor shall, upon notice from the Board of Acquisition and Contract, produce for examination by the duly appointed representative of

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the Board of Acquisition and Contract, all its books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books and canceled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this contract, and submit itself, its agents, servants and employees for examination under oath by any duly appointed representative designated by the Board of Acquisition and Contract to investigate claims made against the County. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, its agents, servants, and employees submit themselves for examination as aforesaid, the County shall be released from all claims arising under, relating to or by reason of this contract, except for the sums certified by the Construction Administrator to be due and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the County to recover any sum in excess of the sums certified by the Construction Administrator to be due under or by reason of this contract, the Contractor must allege in its complaint and prove, at the trial, strict compliance with the provisions of this article.

Before final acceptance of the work by the County, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

### 32. CONTRACTOR'S SUBCONTRACTS AND MATERIAL LISTS

Within fifteen (15) days after execution of the Contract, the successful bidder shall submit to the County for approval a list of the subcontractors, materialmen and materials that he/she plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Construction Administrator. He/sit shall also submit additional information regarding their qualifications as may be later requested by the County. No part of the work may be sublet until after the Contractor has received the County's approval.

The Contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the County's approval to sublet parts of the work will in no way relieve the Contractor of any of its obligations under the Contract. All dealings of the Construction Administrator with the subcontractors shall be through the Contractor, subcontractors being recognized by the County only as employees of the Contractor.

By executing the Agreement, the Contractor represents that the Contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the Contractor by all applicable provisions of the Contract Documents executed between the Contractor and the County, but this shall not be construed as creating any contractual relationships between subcontractors and the County. Prior to approval of the subcontractors, the County has the right to review and recommend changes in the subcontracts. The County reserves the right to reject any subcontractor proposed by the Contractor if in the reasonable opinion of the County such subcontractor lacks the experience, capability or integrity to perform its subcontract work or is otherwise non-responsible.

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By executing the Agreement, the Contractor represents that the Contractor shall insert appropriate clauses in each subcontract that require that if the Contractor is terminated by the County either for default or convenience that at the sole option of the County the subcontract shall automatically attach to the County and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

Where the specifications permit the Contractor a choice of different materials or manufactured products, it shall state the choice he has made in making up its bid, with the understanding that all choices must subsequently be approved by the Commissioner, after award of the contract to the successful bidder. If the bidder wishes to propose utilization of materials or manufactured products other than those specified, it shall so state and submit the required information in accordance with Article "Request For Approval Of Equal" of the General Clauses."

### 33. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the County. If such approvals are granted by the County, they shall in no way relieve the Contractor or from any obligations under the terms of this Contract.

All documents assigning the contract or any part of it or any monies due and payable under the contract shall contain a clause stating that all monies to be paid the assignee in accordance with the terms of the Contractor's contract with the County, are subject to a prior lien for services rendered or materials and equipment supplied, in favor of all persons, firms or corporations rendering such services or supplying such materials and equipment.

### 34. PAYMENT FOR GENERAL PROVISIONS

No direct payment will be made for work done or materials furnished in compliance with the General Provisions of the specifications, unless otherwise noted. All compensation to the Contractor for its performance of the requirements of any general provision shall be considered to have been included in the prices he has bid for the individual items if a unit price contract and/or for a lump sum price if a lump sum contract.

In the event the Contractor fails or refuses to proceed with its work and/or correct or repair deficient or defective work then without prejudice to any and all of the County's other rights and remedies, and upon three (3) days notice to Contractor, the County may perform and/or employ any other person or persons to correct and/or repair any or all such work. All costs incurred by the County pertaining thereto shall be paid forthwith by the Contractor to the County.

### 35. COSTS INCURRED BY COUNTY

Wherever in these Contract Documents the County is entitled to recover costs from the Contractor or charge the Contractor for the costs incurred for the correction, supervision or for any other reason related to the Contractor's work or arising from the Contractor's failure or refusal to proceed with its work in a timely manner, such costs and/or charges shall be

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deemed to include, but not be limited to, the County's costs and fees for inspection(s), engineering, consultant(s) and attorneys.

### 36. GUARANTEE OF WORK

- A. Except as otherwise specified, all work performed under the Contract shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the guarantee starting date (which shall be defined as the date of the County's approval of the final Certificate for Payment or the date of actual full occupancy of the building, whichever is earlier). The building, section thereof, or item of equipment, shall be occupied or put into actual use by the Owner only after judged completed by the Construction Administrator and Owner and approved by him as ready for occupancy.
- B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Construction Administrator or Owner is rendered necessary as a result of the materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract, the Contractor shall promptly upon receipt of notice from the Construction Administrator or Owner and without expense to the Construction Administrator or Owner:
  - 1) Place in satisfactory condition, in every particular, all of such guaranteed work, correct all defects thereof, and
  - 2) Make good all damages to the building or site, or equipment or contents thereof, and
  - 3) Make good any work or material, or equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. In any case where in fulfilling requirements of the Contract or of any guarantee embraced in or required thereby the Contractor disturbs any work, it shall restore such disturbed work to a condition satisfactory to the Construction Administrator.
- D. If the Contractor, after notice, fails to proceed promptly to comply with terms of its guarantee, the Owner may have the defects corrected and the Contractor shall be liable for all expenses incurred.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the requirements and term of this article.

### 37. SEPARATE CONTRACTS

- A. Contractor's attention is specifically directed to the fact that, because of the work of other contracts within and adjacent to the limits of this Contract they may not have exclusive occupancy of the territory within or adjacent to the limits of this Contract.
- B. Contractor's attention is further directed to the fact that, during the life of this Contract the owners and operators of Public Utilities may make changes in their facilities. These changes may be made by the Utility employees or by contract within the limit or adjacent to these contracts and may be both temporary and permanent.

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- C. Contractor shall be required to cooperate with other contractors and the owners of the various utilities, and to coordinate and arrange the sequence of their work to conform to the progressive operations of the work already under contract and to be put under contract.
- D. Contractor shall be responsible for the coordination of the work of their various subcontractors. Their respective operations shall be arranged and conducted so that delays will be avoided. Where the work of a subcontractor overlaps or dovetails with that of other subcontractors, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. Delays or oversights on the part of Contractor or its subcontractors or utility owners in getting any or all of their work done in the proper way thereby causing cutting, removing and replacing work already in place, shall not be the basis for claim for extra compensation.
- E. In case of interference between the operations of the utility owners and different Contractors, the Construction Administrator will be the sole judge of the rights of each Contractor and the sequence of work necessary to expedite the completion of the entire project, and in all cases the Construction Administrator's decision shall be accepted as final and may not be challenged except in a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules.

### 38. COOPERATION WITH OWNER

Each Contractor shall cooperate with the Owner as to parking of vehicles, availability of storage and working areas and confining of activities and personnel to same. **NO PARKING FOR CONTRACTOR'S EMPLOYEES.**

### 39. JOB MEETINGS & PROJECT SUPERINTENDANT

- A. An officer of the Contractor, or its project manager or superintendent, who is fluent in English and authorized to make binding decision on behalf of the Contractor shall attend job meetings with the Commissioner and/or the Construction Administrator, and any subcontractors whom the Inspector may designate; for the purpose of discussing expedition, execution and coordination of the work.
- B. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Construction Administrator.
- C. The Contractor shall not commence any work prior to the first (pre-construction) meeting between the Contractor, Commissioner and/or Construction Administrator, client, and other concerned governmental and utility company representatives.
- D. At the pre-construction meeting, the scheduling of the work on an arrow-flow diagram (showing chronologically and in detail the sequence and methods that will be followed) will be provided, and details for the proper execution and special requirements of the work will be explained and discussed.
- E. The Contractor shall be responsible for providing a detailed construction schedule that provides for a Critical Path Method ("CPM") and which is compatible with any of the state of the art CPM Method scheduling software.

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- F. Updated coordinated arrow-flow diagrams or CPM schedules, as the case may be, will be provided by the Contractor, as above, on a monthly basis to the County.

The Contractor shall indicate on the construction schedules noted above, time for shop drawing preparation, approvals, fabrication and delivery of materials and equipment for major items. The County may request that additional important items be included on the schedule.

- G. The Contractors shall ensure that its Project Superintendent shall be on site full time at all times when the Contractor's Work is being performed.

### 40. PATENT WARRANTY

- A. Contractor expressly represents, warrants and agrees that he has the legal right to furnish and install and to authorize the County to purchase and use the equipment hereby offered and each and every one of its several parts and every feature thereof, under one or the other, or partly under one and partly under the other of the following representations.
- 1) That the Contractor possesses a valid patent(s) covering the equipment to be furnished hereunder or part or features thereof or has or will obtain permit(s) and license(s) authorizing the Contractor to furnish and install same and to authorize the purchase and use thereof by the County.
  - 2) The Contractor is responsible before ordering material, equipment, parts, systems, etc, to verify that the suppliers of all such material, equipment, parts, systems, etc, will supply the required warranty, guarantee, O & P manual, and maintenance service schedule.
  - 3) That the equipment offered or certain parts or features thereof are not covered by any valid patent(s) within the knowledge of the Contractor.
- B. Contractor further warrants and agrees that if any patent(s) is hereafter issued to any person whatsoever with respect to the equipment or any part or features thereof, to be furnished and installed hereunder, the Contractor will obtain such permit(s) or license(s) from the Patentee as may be necessary to authorize the use of the equipment by the County.
- C. Contractor further represents, warrants and agrees that he and its sureties shall hold themselves responsible for and defend any claims made against the County for any infringement of patents due to the purchase and use by the County of said equipment or any part or feature thereof; that they will indemnify and save harmless the County from all costs, expenses and damages which it shall be obliged to pay by reason of any such infringement of patent(s); that in case the use of any such equipment is enjoined, they will bear the expenses of removing same and replacing same with equipment which will satisfactorily perform the function without constituting an infringement of any patent(s); and in case the use of any equipment shall be enjoined, that they shall pay to the County the sum of \$1,000.00 per day, as liquidated damages, for each and every day during which the County shall be enjoined from using the same up to the day on which such



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equipment is replaced by other equipment which will satisfactorily perform the same function but which will not constitute an infringement of any other patent(s).

- D. The Contractor further agrees in the event the use of any of the equipment is enjoined and the Contractor is unable within a reasonable time to devise other equipment which will satisfactorily perform the same functions without infringement on any patent(s), that he will remove the equipment and refund to the County the entire cost of its purchase and installation, plus the sum of \$ 1,000.00 per day as liquidated damages for each and every day until the substitute equipment has been purchased and installed by the County, excepting however that such period shall not exceed three months.
- E. The Contractor further agrees in the event that any claim or notice of claim for infringement of patent(s) are made or filed prior to the making of payment by the County for the equipment and/or material proposed to be furnished and installed hereunder, that the County may withhold any sum due to the Contractor for such equipment and/or material until such claims shall have been settled or adjudicated or until additional surety bonds or other guarantees of indemnification shall have been posted, if deemed necessary by the County for its protection.

### 41. MATERIALS

#### A. Quality

- 1) It is the intent of these Specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary conditions of the work and to require first-class work and new and best quality materials in all particulars. For unexpected conditions arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Construction Administrator to require first-class work and materials and such interpretations shall be accepted by the Contractor.
- 2) The Contractor is responsible before ordering material, equipment, parts, systems, etc, to verify that the suppliers of all such material, equipment, parts, systems, etc, will supply the required warranty, guarantee, O & P manual, and maintenance service schedule.
- 3) Where materials or devices are specified in these documents by reference to government, manufacturer's association, or professional society standards, the pertinent sections of the latest edition of such standards shall have the same force and effect as if set forth in full in these Specifications. The following abbreviations shall be used as indicated for the principal societies:

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute

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ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWI	American Woodworking Institute
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
CS	Commercial Standards
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Incorporated
TCA	Tile Council of America, Incorporated
TMCA	Tile and Marble Contractors of America
UL	Underwriter's Laboratories, Incorporated

### B. Delivery, Storage and Handling:

- 1) Materials shall be delivered in manufacturer's original sealed containers with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.
- 2) Materials shall be delivered, stored, and handled with proper equipment and in a manner to protect them from damage.
- 3) The Contractor shall make arrangements for the receipt of materials delivered to the construction site. No representative of the County will accept any materials ordered by the Contractor.
- 4) Finish materials shall be protected from dirt and damage, and perishable materials shall be stored within appropriate weatherproof enclosures.
- 5) Delivery of materials shall be coordinated with the Operations Schedule.
- 6) The Contractor shall confine the apparatus, the storage of materials and the operations of the workmen to the limits indicated by law, ordinances, permits, or directions of the Construction Administrator, and shall not encumber the premises beyond the contract limits.

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- 7) The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- 8) Whenever the Contract Documents require delivery by the Contractor of any materials, equipment, or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

### C. Federal Regulations

- 1) Should the Federal Government, because of Declaration of an Emergency, or other cause, establish controls over the use of certain construction materials, then the Contractor, immediately after signing the Contract or immediately after Declaration of an Emergency, shall furnish the Commissioner with an itemized list of all critical materials required for use on the project. For each item, the quantity required and the approximate date on which delivery will be required shall be indicated.

### D. Name Plates

- 1) Each piece of operable equipment to be furnished and installed by a Contractor under its Contract such as motors, pumps, heaters, fans, transformers, switch and fuse racks and other similar equipment shall be provided with a substantial name plate of non-corrodible metal securely fastened in place and clearly and permanently inscribed with the manufacturer's name, the model or type designation, the serial number, the principal rated capacities, the electrical or other power characteristics and other similar and appropriate information.
- 2) Manufacturer's identification shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.
- 3) The nameplate of a subcontractor or a distributor will not be permitted.

### E. Manufacturer's Certification

- 1) Prior to the delivery of any water or sewer pipe to the construction site, the Contractor shall furnish properly attested documents certifying as to the type, class, name of manufacturer and source of supply of the pipe. One copy of each document shall be forwarded to the Construction Administrator at the construction site and to the Director of Project Management care of the Engineering Division, Michaelian Office Building, White Plains, New York.

### F. Samples

- 1) The Contractor shall furnish, for approval of the Engineer, any samples required by the specifications or that may be requested by the Owner, of all materials he proposes to use, and shall pay all shipping charges for the samples. The Contractor shall send all samples to the office of the Engineer, except when directed otherwise. The sample of approved material will remain on file in the Engineer's office. A disapproved sample will be returned to the Contractor.
- 2) No samples are to be submitted with bids.
- 3) No materials or equipment of which samples are required to be submitted for

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approval shall be used on the work until such approval has been given by the Engineer or Construction Administrator, save only at the Contractor's risk and expense.

- 4) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the Contract for which the material is intended.
- 5) Approval of any sample shall be only for characteristics or for uses named in such approval, and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approved samples held by the Engineer will be returned to the Contractor upon completion of the work, if requested.
- 6) Transactions with manufacturers or subcontractors shall be through the Contractor.

### G. Dissimilar Materials

- 1) Where metals are placed in contact with or fastened to dissimilar metals, concrete, masonry, wood or other absorptive materials subject to repeated wetting or wood treated with a preservative non-compatible with the metal or if drainage from dissimilar materials passes over the work; treat the contact surfaces with a heavy coat of approved alkali-resident bituminous paint.
- 2) Where one of the metals is aluminum, a coat of zinc-chromate primer shall be applied prior to the bituminous paint.

## 42. STANDARD OF QUALITY

Wherever in the contract documents an article, material, apparatus, device, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be construed as establishing a standard of quality and not construed as limiting competition. In such instances, the Contractor may use any article, material, etc. which, in the judgment of the Engineer, expressed in writing, is equal to and acceptable for the intent specified.

## 43. PROPRIETARY ITEM

Whenever less than three names are used in proprietary item specifications, it has been determined that:

- A. The use of trade names is necessary for effective and workable specifications for the item.
- B. All manufacturers known by the individuals familiar with the trade involved have been listed.
- C. Equal items may be approved in accordance with Article "Request For Approval Of Equal" of the General Clauses.

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### 44. SHOP DRAWINGS

#### A. Shop Drawing Schedule

- 1) Within fifteen (15) days after the Notice to Proceed, the Contractor shall prepare and submit two (2) copies of its schedule of Shop Drawing submissions to the Engineer for review and approval. The schedule is to be submitted on the “Shop Drawing Schedule” form of the Sample Forms.
- 2) In order to maintain the construction schedule for this project the Contractor shall submit all Shop Drawings per approved schedule. The Contractor is expressly cautioned that its failure or refusal to timely submit a shop drawing schedule acceptable to the Engineer and/or any deviation from the approved shop drawing schedule shall be deemed a default under this Contract.
- 3) Shop Drawings shall be submitted without fail in time to permit correction, resubmission and final approval, as hereinafter specified, without causing any delay in the construction of any Work.
- 4) Samples and Shop Drawings, which are related to the same unit of Work or Specification Section, shall be submitted at the same time. If related Shop Drawings and Samples are submitted at different times, they cannot be reviewed until both are furnished to the Engineer.
- 5) The schedule shall be updated every four-(4) weeks or more frequently as required by the Engineer.
- 6) Two (2)-updated copies of the schedule shall be submitted to the Engineer with each application for Partial Payment.
- 7) Form of Schedule

Schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:

- a. Date on which Shop Drawings are requested and received from the manufacturer.
- b. Dates on which Shop Drawings are transmitted to the Engineer by the Contractor.
- c. Dates on which Shop Drawings are returned by the Engineer for revisions.
- d. Dates on which Shop Drawings are revised by manufacturer and resubmitted to the Engineer.
- e. Date on which Shop Drawings are returned by Engineer annotated either “Approved” or “Approved as Noted”.
- f. Date on which accepted Shop Drawings are transmitted to manufacturer and Contractor’s Invoice Number.
- g. Date of manufacturer’s scheduled delivery.
- h. Date on which delivery is actually made.

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- i. Sample of schedule follows on next page.

### B. Shop Drawing Requirements

- 1) Shop Drawings for the Work shall include working and setting drawings, schedules, shop details, wiring diagrams, manufacturer's catalog cuts and brochures and all other drawings, schedules and diagrams necessary for the proper correlation of the Work.

Insofar as it is practicable, all drawings shall be uniform in size. They shall be dated, numbered consecutively and shall be identified with the Contract Number and Title, a description of the material or equipment and the area of the work and where it is to be installed. Shop drawings shall accurately and clearly show sizes, work, erection dimensions, arrangement and sectional views, necessary details including information for making connection with the work of other items as may be required, materials and finishes, detailed parts lists, and performance characteristics and capacities as may be required.

- 2) All detailing for structural components shall be done in accordance with the provisions for design and workmanship in the latest additions of the publications listed below except as may be modified in the Contract Documents:

- a. "Manual of Steel Construction" of the American Institute of Steel Construction.
- b. "Building Code Requirements for Reinforced Concrete" and "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of American Concrete Institute.

- 3) Detailing practices for other components shall be done to conform to the best trade practices.

- 4) Contractor Responsibilities

- a. Before submitting Shop Drawings to the Engineer all submittals from its Subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking.

Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of material or equipment. Contractor shall thoroughly check all drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the Subcontractors, manufacturers, or suppliers by the Contractor for correction.

- b. All submittals, including Shop Drawings prepared by or under the direction of the various Contractors, shall be thoroughly checked by the Contractor for accuracy and checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the Contractor's signature certifying that they have been so checked. Before submitting them to the Engineer, all submittals shall be properly labeled and consecutively numbered. In a clear space above the title block, the Contractor shall provide the "Shop Drawing ID" form of the Sample Forms, and enter the required information:

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- c. Shop Drawings shall be submitted as a single package including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnecting wiring diagrams for construction.
- d. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall also call the Engineer's attention to any changes by the use of larger letters of at least 1" in height on the Shop Drawings along with a letter by the Contractor advising the Engineer to the recommended change and the reason therefore. If this is not done, even if the Work is incorporated in the construction, it will not be accepted by the Engineer even if Shop Drawings are "Approved".
- e. No materials or equipment shall be ordered, fabricated or shipped or any Work performed until the Engineer returns to the Contractor the submittals herein required, annotated "Approved".
- f. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations and/or omissions.
- g. Two (2) copies of Preliminary Operations and Maintenance Manuals shall be submitted with the final Shop Drawings for each item of equipment.
- h. Submittals shall be transmitted in strict compliance with Special Clause 10. A.2 and in sufficient time to allow the Engineer adequate time for review and processing so as not to delay the Project per the approved Shop Drawing Schedule.
- i. Contractor shall transmit five (5) prints of each submittal to the Engineer for review. Any submissions, which in the opinion of the Engineer, are not legible will not be reviewed and will be returned to the Contractor annotated "Disapproved".
- j. Contract drawings are for engineering and general arrangement purposes only and are not to be used as Shop Drawings.
- k. Shop Drawings shall accurately and clearly present the following:
  - All working and installation dimensions.
  - Arrangement and sectional views.
  - Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures.
  - Necessary details and information for making connections between the

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various trades including, but not limited to, power supplies and interconnecting wiring between units, accessories, appurtenances, etc.

- l. Structural and all other layout drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch equal to 1 foot and they shall be not larger than the size of the Contract Drawings.
  - m. Where manufacturer's publications in the form of catalogs, brochures, illustrations, compliance certificates, or other data sheets are submitted in lieu of prepared Shop Drawings, such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.
  - n. The Contractor shall provide all required copies for the use of the various trades and at the Site, and one (1) copy of approved Shop Drawings shall be provided by the Contractor to each of the other Prime Contractors unless otherwise noted in writing by the Engineer.
  - o. The Contractor shall respond to required submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the Owner involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be backcharged to the Contractor, at the rate of 3.0 times direct technical labor cost, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted, all involved costs in the review process will likewise be paid by the Contractor to the County unless determined by the Director of Project Management or Commissioner that the need for such deviation is beyond the control of the Contractor. Contractor shall be responsible for coordinating its Work and submittals with its Subcontractors.. Should Contractor cause the need for additional submissions or reviews of previous submissions all involved costs will similarly be paid to the County.
- 5) Procedure for Review
- a. Shop Drawings will be checked for design conformance with the Contract Documents and general arrangement only.
  - b. Submittals will be annotated by the Engineer in one of the following ways:
    - "Approved" - no exceptions are taken.
    - "Approved as Noted" - minor corrections are noted and shall be made and a resubmittal is required.
    - "Disapproved because" - with specific deficiencies noted.
    - "Disapproved" - based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment or a submission of other equipment is required.



## GENERAL CLAUSES

c. One copy of the reviewed submittals will be returned to the Contractor. It is the Contractor's responsibility to provide copies to:

- Its Subcontractors.
- Its Materialmen and Suppliers.

unless notified otherwise in writing by the Engineer.

- 6) Disapproved drawings will be returned to the Contractor for correction and resubmission. After the Contractor has had the required corrections made on the original drawing, it shall again submit five copies for review by the Engineer.
- 7) The acceptance of Shop Drawings by the Engineer shall be only general in nature and shall not relieve the Contractor of any responsibility for the accuracy of the drawings, the proper fitting and construction of the Work or for the furnishing of materials or other Work required by the Contract Documents, but not shown on the Shop Drawings. Acceptance of Shop Drawings by the Engineer shall not be construed as approving departures from the Contract requirements unless specifically noted by the Engineer. Acceptance of Shop Drawings for one item shall not be construed as approval for other changes even if noted by the Contractor on the drawing.
- 8) Shop Drawings submitted other than in accordance with the outlined procedures will be returned to the Contractor for resubmission and the Contractor shall bear all expense and risk of all delays as if no Shop Drawings had been submitted.
- 9) No Work shall be performed until the Shop Drawings have been accepted by the Owner, and the Contractor shall be responsible for all costs and damages, which may result from proceeding prior to the approval of the Shop Drawings.

### 45. SEQUENCE OF CONSTRUCTION OPERATIONS

- A. It is mandatory that the premises continue to be occupied and facilities therein shall continue to function during the performance of the construction work.
- B. Detailed sequence of construction and availability of spaces in areas through which services must pass shall be coordinated between the Owner and the Contractor, before actual commencement of the Work.
  - 1) To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, Contractor shall provide a proposed Progress Schedule, within fifteen (15) days after the issuance of the Notice to Proceed of this Contract unless otherwise directed in writing by the Construction Administrator. The proposed Progress Schedule shall show the anticipated time of commencement and completion of each of the various operations to be performed under this Contract; together with all necessary and appropriate information regarding the sequence and correlation of Work; and the Schedule of Shop Drawings and delivery of all materials and equipment required for the Work. The Contractor shall prepare a Master Progress Schedule (Schedule) for the Work. Contractor as directed by the Construction Administrator shall revise the proposed Schedule until each activity is properly sequenced to provide that the Work will be completed in the proper order and

## GENERAL CLAUSES

within the allotted Contract duration, without any conflicts. When the Construction Administrator has accepted the Schedule the Contractor will sign it. The Contractor shall then provide one (1) copy of such approved Schedule to each Subcontractor and two (2) copies to the Construction Administrator. Contractor shall afford its Subcontractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate its Work with others.

Contractor shall strictly adhere to the Schedule unless changed as provided for in the following paragraph.

- 2) Within five (5) days after receiving notice of any change in the Contract, or of any Extra Work to be performed, or of any suspension of the whole or any portion of the Work, or of any other conditions which are likely to cause or are actually causing delays, Contractor must notify the Construction Administrator in writing of the effect, if any, of such change or Extra Work or suspension or other condition upon the previously approved schedule, and must state in what respects, if any, the Schedule should be revised, with the reasons therefor. These proposed changes in the Schedule shall be reviewed and, if appropriate, approved, in writing, by the Construction Administrator. Contractor must strictly adhere to the revised Schedule. Distribution of the revised Schedule shall be as described in paragraph B-1 above. Contractor's compliance with the requirements of this paragraph is in addition to, and not in lieu of, compliance with other notice requirements pertaining to delays and extensions of time contained elsewhere in the contract.
  - 3) The Schedule shall be reviewed by Contractor every two (2) weeks or as directed by the Construction Administrator.
  - 4) If Contractor shall fail to adhere to the approved Schedule, or to the Schedule as revised, they must promptly adopt additional means and methods of construction with no additional cost to the County that will make up for the lost time and will assure completion in accordance with such Schedule. The proposed means and methods shall be described in writing to the County within two (2) days after the Contractor discovered or should have reasonably discovered that the Schedule would not be met as originally proposed. Failure to comply with this requirement may result in the County enforcing its rights under the Contract including, without limitation, default of the Contract.
- C. From time to time as the Work progresses and in the sequence indicated by the approved Schedule, the Contractor must submit to the Construction Administrator a specific request in writing for each item of information or approval required. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Construction Administrator may reasonably take to act upon such submissions or resubmissions. The Contractor shall not have any right to an Extension of Time on account of delays due to its failure to timely submit requests for the information or approvals.
- D. Certain construction work shall be required, which will be disruptive to the Owner's staff insofar as noise, dirt and dust is concerned. The Contractor, therefore, shall

## GENERAL CLAUSES

perform such work during other than normal working hours. Subject to the requirements of law, the Owner imposes no limitation on the Contractor's working hours and whatever overtime work may be necessary or required shall be considered by the Contractor and reflected in its Bid Proposal without the benefit of extra compensation.

### 46. PROTECTION

- A. The Contractor shall at all times exercise all necessary precautions for the safety of the public, employees performing the work and County personnel. The Contractor shall provide and maintain barricades, danger signals and other safeguards about the work and shall be held responsible for all accidents or damages to persons or property caused by failure to do so throughout the progress of the work, and shall comply with all applicable provisions of Federal, State and County Safety Laws.
- B. The Contractor shall during the performance of its work, protect at all times all adjacent portions of the existing surfaces and existing equipment from damage due to the performance of the construction work.
- C. The Contractor shall furnish temporary facilities and/or temporary dust-proof partitions separating all work areas and access routes from those areas not involved in active alterations, so that this work will not interfere with the Owner's access or normal use of areas not allocated to the Contractor, or any essential service to such areas, when ordered by the Construction Administrator.

### 47. CLEANUP AND REMOVAL OF DEBRIS

- A. At the end of each working day, the Contractor shall sweep up and collect all the rubbish and place it in appropriate containers, furnished by the Contractor. Containers shall be kept at a location on, or adjacent to the work site, as designated by the Construction Administrator. Wood or cardboard crates and other debris of a similar nature shall be broken up, securely bundled and neatly stacked alongside the containers. Once each week and at the completion of the work, the Contractor shall remove all accumulated debris and rubbish.
- B. At the completion of the work, the Contractor shall clean all equipment, fixtures, surfaces and accessories, removing all dust and other foreign matter, ready for use by the Owner.

### 48. TEMPORARY SERVICE

- A. Sanitary facilities will be provided by the Owner for the Contractor and its personnel.
- B. The Owner will supply and pay for the cost of all-temporary water and temporary electric power (120 volt, 60 hertz). The Contractor shall furnish and install all temporary electrical and water connections required for work under this Contract, at and to locations as designated by the Construction Administrator.

## GENERAL CLAUSES

### 49. OPERATING TESTS

- A. Where operating tests are specified the Contractor shall test the work as it progresses and shall make satisfactory preliminary tests in all cases before applying to the Engineer for official tests.
- B. Official tests will be made in the manner specified for the different branches of the work, in the presence of the Construction Administrator or Engineer. Should defects appear they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Construction Administrator or Engineer and to any authorities having jurisdiction.
- C. No work of any kind shall be covered or enclosed before it has been tested and approved.
- D. The Contractor shall furnish all materials and apparatus, make connections and conduct tests, without extra compensation unless noted otherwise.

### 50. OPERATING INSTRUCTIONS AND PARTS LISTS

- A. Where the Specifications require any Contractor to supply equipment operating and maintenance instructions and spare parts lists prior to the completion of the work it shall provide three copies of the publications for each piece of equipment he has furnished and installed under the Contract, upon receipt of the approved shop drawings.
- B. Publications shall be prepared for the specific equipment furnished and installed, containing the following information, and shall not refer to other sizes, types or models of similar equipment:
  - 1) Clear and concise instructions for the operation, adjustment, lubrication and other maintenance of the equipment, including a complete lubrication chart.
  - 2) A complete listing of all parts for the equipment, with catalog numbers and other data necessary for ordering replacement parts.
- C. Advertising literature will not be acceptable.

### 51. CUTTING AND PATCHING

#### **Contract with Single Bid:**

- A. Where the project does not involve separate bids pursuant to the New York General Municipal Law the following will apply:
  - 1) Where walls, floors, ceilings, roofs or other items require cutting for the installation of new work, all such cutting shall be done by the Contractor with the approval of the Construction Administrator; and the Contractor shall patch the opening to make the cut portions match the adjacent finished surfaces, unless otherwise indicated.
  - 2) The Contractor shall not endanger any existing condition by its operations.
  - 3) The cost of all cutting and patching caused by the Contractor's negligence shall be

## GENERAL CLAUSES

borne by the Contractor.

### **Contract with Separate Bids:**

- B. If the project is one where separate bid specifications are required pursuant to the New York General Municipal Law the following will apply:
- 1) A sufficient time in advance of the construction of new floors, walls, ceilings, roofs, or other items, each Contractor shall be responsible for properly locating and providing in place all sleeves, inserts and forms required for their work, and shall furnish the Contractor for General Construction with complete information relative to exact locations and dimensions of all required openings in the General Contractor's work. Other Contractors shall periodically consult the Job Progress Chart of the General Contractor so that they will not be delayed by their work requirements, but the General Contractor shall be obliged to give all other Contractors at least seventy-two hours notice before commencing the previously mentioned new construction work.
  - 2) The cost shall be borne by the responsible Contractor for all cutting, patching, re-waterproofing and re-caulking of new work necessary for reception of the work of a Contractor, caused by the Contractor's failure to timely or properly locate and provide in place all sleeves, inserts and forms required for its own work, or by a Contractor's failure to inform the General Contractor of required openings. The General Contractor shall do all cutting, patching, re-waterproofing and re-caulking of all new work no matter how or by whom such work was caused and shall be reimbursed for such extra work by the responsible Contractor, in accordance with the terms of the Contract. All cutting and patching shall have prior approval of the Construction Administrator.
  - 3) Where sleeves, inserts, forms or openings are required in existing walls, floors, ceilings roofs, or other existing items, all necessary cutting, patching, re-waterproofing and re-caulking required shall be done by the individual responsible Contractor, except for finished surfaces. The responsible Contractor shall do all rough patching to bring the cut areas to the proper surface ready to receive the finished surface. All finishing work required to make the cut portions match the adjacent finished surfaces shall be performed by the General Contractor.
  - 4) Each Contractor shall be responsible for coordinating their work with the work of all other Contractors engaged on the project. If directed, Contractors shall submit coordinated shop drawings showing how the fitting of the various parts of the work will be accomplished, for the Construction Administrator's acceptance.
  - 5) All cutting and patching shall be governed by the applicable divisions of the Specifications with regard to workmanship, materials and methods.
  - 6) No Contractor shall endanger any work by unauthorized cutting, excavating, or other alteration of the work, unless previously authorized by the Construction Administrator.

## GENERAL CLAUSES

### 52. CONFLICTS AMONG CONTRACT DOCUMENTS

In the event of any conflict among the Contract Documents, the Contractor shall notify the Commissioner and comply with the Commissioner's interpretation, according to the following priorities:

<u>Priority Order</u>	<u>Document</u>
1.....	Modification issued after execution of Agreement
2.....	Agreement between Owner and Contractor
3.....	Addenda issued prior to the execution of the Agreement (Later date to take precedence)
4.....	Special Notices
5.....	Technical Specifications
6.....	Construction Drawings:
6A.....	Schedule on Construction Drawings
6B.....	Notes on Construction Drawings
6C.....	Large Scale Details on Construction Drawings
6D.....	Small Scale Details on Construction Drawings
7.....	General Requirements
8.....	Special Clauses
9.....	Information for Bidders and General Clauses

### 53. RECORD DRAWINGS

- A. The Owner shall furnish, at the first job meeting, one set of "paper" copies of the contract drawing(s) - this is in addition to the five sets of contract drawings as described in the Article "Contract Drawings" of the General Requirements; for the Contractor's use to indicate change(s) as they occur for the duration of the construction work. Upon request from the Contractor, the County will supply the Contractor a copy of the original Contract Drawings in AutoCAD format.
- B. The Contractor shall record neatly and legibly, using reasonable drafting care, all approved change(s) (including minor revisions or corrections of pipes, ducts, electric outlets, circuit panels and other features, as well as invert elevations and locations of underground lines).
- C. When all approved changes are recorded and clearly identified, the Contractor shall prepare a set of "as-built" (record) drawings, in the latest version of AutoCAD, using the approved County format and associated CAD layering guidelines, with 24" x 36" drawing sizes, showing the project as built including all changes in the work made during construction based on marked-up prints, drawings, and other data. These drawings shall be filed on a CD and submitted to the Construction Administrator.
- D. All additional "paper" or reproducible drawings are to be obtained by the Contractor at their own expense.

## GENERAL CLAUSES

### 54. TIME

- A. All time limits (see Article “Required Time For Completion Of The Work” of the General Requirements, and, Article “Time Of Starting” of the Information For Bidders) stated in the specifications are of the essence of the Contract.
- B. The Contractor may perform all necessary labor during other than normal working hours. The Owner imposes no limitation of the Contractor's working hours and whatever overtime work may be necessary or required shall be considered by the Contractor and reflected in its Bid Proposal without the benefit or extra compensation. The Contractor must give a minimum of four (4) hours notice to the Construction Administrator when overtime Work is necessary. The Contractor shall promptly pay to the County the additional cost of the Engineer and Construction Administrator for inspection services during the overtime Work.

### 55. ACCELERATION OF THE WORK

The Owner may, at its sole discretion and for any reason, require the Contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Owner provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the Contractor's or his subcontractor's own forces, and such requirements is independent of and not related in any way to any apparent inability of the Contractor to comply with the schedule(s), Milestone(s) and/or completion date requirements, the Owner, pursuant to a written change order as signed by the Commissioner shall reimburse the Contractor for the direct cost to the Contractor of the premium time for the labor utilized by the Contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith. Anything to the foregoing notwithstanding, in the event that the Contractor has fallen behind schedule or in the Owner's judgment appears likely to fall behind schedule, Owner shall have the absolute right to direct the Contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the Contractor.

### 56. ULTRA LOW SULFUR DIESEL FUEL

- A. Contractors and Subcontractors operating onroad and nonroad vehicles to perform County work must power those vehicles with ultra low sulfur diesel fuel. Ultra low sulfur diesel fuel is any diesel fuel that has a sulfur content of no more than fifteen parts per million.
- B. In addition, all onroad and nonroad diesel vehicles used to perform County work and equipped with a model year 2003 or older engine shall utilize the best available

## GENERAL CLAUSES

technology<sup>2</sup> in accordance with the following schedule:

- a) effective September 1, 2007 - 35% of all such motor vehicles used on this project;
- b) effective September 1, 2008 - 65% of all such motor vehicles used on this project;
- c) effective September 1, 2009 - 100% of all such motor vehicles used on this project.

- C. All onroad and nonroad diesel vehicles to perform County work having a gross vehicle weight rating of more than 14,000 pounds shall utilize the best available technology or be equipped with an engine certified to the applicable 2007 United States Environmental Protection Agency ("EPA") standard for particulate matter as set forth in Section 86.007-11 of Title 40 of the Code of Federal Regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, in accordance with the following schedule:
  - a) by September 1, 2007 - 35% of all such motor vehicles;
  - b) by September 1, 2008 - 65% of all such motor vehicles;
  - c) by September 1, 2009 - 100% of all such motor vehicles
- D. Any contractor who violates any provision of Section 873.1329 shall be liable for a civil penalty not to exceed ten thousand dollars plus twice the amount of money saved by such contractor for failure to comply with this section.
- E. Any contractor who makes a false claim may be liable for a civil penalty not to exceed twenty thousand dollars, in addition to twice the amount of money saved by such contractor as a result of having made such false claim.
- F. Nothing in this section shall be construed to limit the County's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification as a vendor, or otherwise deny a person or entity public entity business.
- G. If sufficient quantities of ultra low sulfur diesel fuel are not available to meet the needs of a contractor to fulfill the requirements of this contract, the Contractor may submit a written request to the Commissioner to use diesel fuel with a sulfur content of no more than thirty parts per million as long as the contractor shall use whatever quantity of ultra low sulfur diesel fuel that is available. Such determination shall be made in writing on a case by case basis upon written application to the Commissioner. If the Commissioner grants such authority it shall expire sixty days thereafter and may be renewed upon written request for additional periods of sixty days.

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<sup>2</sup> Best Available Technology means a system for reducing the emission of pollutants which is based on technology verified by the U.S. Environmental protection Agency or the California Air Resources Board or which has been identified pursuant to NYC's Department of Environmental Protection that (1) reduces diesel particulate matter emissions by at least 85 percent, as compared to a similar engine operating on traditional diesel fuel without emission control technology, or reduces engine emissions to 0.01 grams diesel particulate matter per brake horsepower per hour or less; and 2) achieves the greatest reduction in emissions of nitrogen oxides at a reasonable cost and in no case produces a net increase in nitrogen oxides in excess of 10%.



## GENERAL CLAUSES

H. The Contractor, in order to comply with Subsections B & C above, must retrofit its vehicles to include both of the following in order to comply with the Best Available Technology Requirements:

- Diesel Oxidation Catalysts (DOC)
- Crankcase Vent Filters (CVF)

If the Contractor wants to propose an alternative technology it must submit a written request to the Commissioner with sufficient detail to enable the Commissioner to make a determination as to whether to accept the alternative technology. Any approval of alternative technology must be in writing.

### 57. QUALIFIED TRANSPORTATION FRINGE PROGRAM

#### **EXECUTIVE ORDER NO. 7-2005**

Requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders shall submit the signed statement on Proposal Page 34. Notwithstanding the above, a Bidder may submit a Waiver Application on Proposal Page 35 to the Commissioner.

### 58. USE OF FLUORESCENT LIGHT BULBS & ENERGY EFFICIENT BULBS

The use of incandescent light bulbs is prohibited in County-owned buildings and facilities. Only fluorescent light bulbs may be installed in County buildings and facilities. Exterior lights must utilize energy-efficient bulbs. For further details see Article 58 of the General Clauses.

### 59. COUNTY OF WESTCHESTER PHOSPHORUS-FREE LAWN FERTILIZER POLICY

Executive Order 8-2007 limits the use of lawn fertilizers containing phosphorous and other compounds containing phosphorous, such as phosphate on County owned property.

#### **EXECUTIVE ORDER NO.8 OF 2007**

**WHEREAS**, the New York City water supply watershed is a critical drinking water source for approximately eight million New York City consumers and approximately one million upstate consumers. Over eighty-five percent (85%) of Westchester County's residents consume water from the New York City water supply system; and

**WHEREAS**, eutrophication is a natural aging process of lakes or streams brought on by

## GENERAL CLAUSES

nutrient enrichment. Eutrophication can be greatly accelerated by human activities that increase the rate at which nutrients and organic substances enter aquatic ecosystems from their surrounding watersheds; and

**WHEREAS**, as a result of accelerated eutrophication, enhanced plant growth reduces dissolved oxygen in the water creating severely impaired water bodies with unpleasant water taste and odor, discoloration, release of toxins and increased turbidity that interferes with the health and diversity of indigenous fish, plant, and animal populations and with the recreational use of rivers, lakes and wetlands. Consequently, eutrophication restricts water use for fisheries, recreation, industry, and drinking due to the increased growth of undesirable algae and aquatic weeds and the oxygen shortages caused by their death and decomposition; and

**WHEREAS**, nutrient pollution due to human activities is one of the leading causes of eutrophication in the NYC Watershed, and is specifically accelerated by the introduction of excessive phosphorus into the environment. In fact, most reservoirs in the East of Hudson portion of the New York City Watershed (5 of the 7 located in Westchester County) are designated as phosphorous-restricted basins in accordance with the New York City Watershed Rules & Regulations due to excessive phosphorous volumes which have not been reduced despite phosphorous reductions mandated by the New York State Department of Environmental Conservation (NYSDEC); and

**WHEREAS**, one unnecessary source of phosphorus pollution in the watershed is the many pounds of lawn fertilizer applied by residents and businesses in the County of Westchester each year; and

**WHEREAS**, when phosphorus fertilizer is applied to phosphorus-rich lawns, much of the excess simply runs off of the lawn into the storm drainage systems where it can be carried into rivers, lakes, streams, and wetlands, causing eutrophication; and

**WHEREAS**, soil tests conducted pursuant to a six-year study by the Cornell Cooperative Extension, an extension of the State's designated Land-Grant University, have shown that approximately 90% of the lawns in Westchester County have medium-to-high levels of phosphorus; and

**WHEREAS**, the New York City Watershed Pesticide and Fertilizer Technical Working Group, established by the New York City Watershed Memorandum of Agreement, issued a report in 2000, noting the high percentage of phosphorus in regional soils and recommending that phosphorus-based lawn fertilizers be added only when a soil analysis identifies phosphorus deficiencies.

**WHEREAS**, the proposed Stormwater Phase II regulations recently issued by the New York State Department of Environmental Conservation, and which are expected to go into effect in January of 2008, will allow the use of phosphorus-based lawn fertilizers on municipally-owned land only where soil testing indicates that phosphorus concentrations are inadequate, in order to ensure that municipalities in the New York City Watershed are

## GENERAL CLAUSES

taking satisfactory steps to achieve the above-referenced mandatory phosphorous reductions.

**WHEREAS**, the United States Environmental Protection Agency has also determined that a Nonpoint Source Implementation Plan was necessary in the Croton Watershed because the phosphorus reductions necessary to meet the targeted applicable water quality standards could not be achieved by wastewater treatment plant upgrades alone; and

**WHEREAS**, Section 110.11 of the Laws of Westchester County places the responsibility to supervise, direct and control, subject to law, the administrative services and departments of the county, upon the County Executive; and

**WHEREAS**, I have determined that restricting the application and use of lawn fertilizer containing phosphorus on all County-owned property will address one source of unnecessary and preventable phosphorus pollution and will improve water quality in the County; and

**WHEREAS**, the Department of Planning, after review of the applicable regulations under the State Environmental Quality Review Act, has advised that this Executive Order has been classified as a Type II action, pursuant to 6 N.Y.C.R.R. § 617.5(c)(20), “routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment,” and 6 N.Y.C.R.R. § 617.5(c)(27), “adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list.” As such, no further environmental review is required.

## GENERAL CLAUSES

**NOW THEREFORE, I,** \_\_\_\_\_, County Executive of the County of Westchester, in light of the aforementioned, do hereby order and direct each and every department, board, agency, and commission of the County of Westchester under my jurisdiction to ensure that the policies and procedures set forth in the following Phosphorus-Free Lawn Fertilizer Policy are complied with.

### COUNTY OF WESTCHESTER PHOSPHORUS- FREE LAWN FERTILIZER POLICY

#### **I. Definitions:**

- (1) "Certified laboratory" means any laboratory certified by the New York State Department of Health pursuant to section five hundred two of the New York State Public Health Law to conduct soil analysis.
- (2) "Commercial fertilizer" means any substances containing one or more recognized plant nutrients which is used for its plant nutrient content, and which is designed for use or claimed to have value in promoting plant growth, except unmanipulated animal or vegetable manures, agricultural liming material, wood ashes, gypsum and other products exempted by regulation of the New York State Commissioner of Agriculture and Markets.
- (3) "Lawn fertilizer" means a commercial fertilizer distributed primarily for non-farm use, such as lawns, shrubbery, flowers, golf courses, municipal parks, cemeteries, greenhouses and nurseries, and such other use as the commissioner may define by regulation. Lawn fertilizer does not include fertilizer products intended primarily for garden and indoor plant application.

#### **II. Use and Application of Lawn Fertilizer:**

- (1) Any lawn fertilizer that is labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate, shall not be applied upon any County-owned property, except as provided in section III. Of this Executive Order.
- (2) No lawn fertilizer shall be applied upon County-owned property when the ground is frozen.
- (3) Lawn fertilizer shall not be applied to any impervious surface upon County-owned property, including parking lots, roadways, and sidewalks. If such application occurs, the fertilizer must be immediately contained and either applied to turf in a manner consistent with this Executive Order or placed in an appropriate container.

#### **III. Exemptions:**

The prohibition against the use of lawn fertilizer under section II of this Executive Order shall not apply to:

## GENERAL CLAUSES

(1) Newly established turf or lawn areas during their first growing season.

(2) Turf or lawn areas that soil tests, performed within the past three years by a certified laboratory or by the Cornell University Cooperative Extension of Westchester County, confirm the need for additional phosphorus application in accordance with the phosphorus levels established by the Cornell University Cooperative Extension of Westchester County. The lawn fertilizer application shall not contain an amount of phosphorus exceeding the amount and rate of application recommended in the soil test evaluation.

(3) Agricultural uses, vegetable and flower gardens, or application to trees or shrubs.

IV. The transition to phosphorus-free lawn fertilizer shall occur as soon as possible in a manner that avoids wasting of existing inventories; accommodates establishment of supply chains for new products; enables the training of County employees and licensees in appropriate work methods; and allows the phase-out of products and practices inconsistent with this Executive Order. However, in no event shall lawn fertilizer containing phosphorus (i.e., labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate) be applied upon County-owned property after January 1, 2009, unless an exemption set forth in Section III of this Executive Order applies.

V. This Executive Order shall take effect on the date hereof, and shall remain in effect until otherwise superseded, repealed, modified or revoked.



## **SAMPLE FORMS**

**DEPARTMENT OF PUBLIC WORKS**

**Division of Engineering**

SAMPLE FORMS

**AFFIRMATIVE ACTION PROGRAM REQUIREMENT- SUBCONTRACTOR(S)**

**County of Westchester, Department of Public Works**

(To Be Completed By Subcontractor and Submitted with Request to Utilize Subcontractor)

Affirmative Action Program

An approved Affirmative Action Plan shall be required for all Subcontractors for public work where the subcontracted work exceeds \$50,000 or more than fourteen (14) persons are employed by the Subcontractor.

Does the Subcontractor participate in an approved Affirmative Action Program? Yes [ ☐ ] No [ ☐ ]

If Yes, give name of Program: \_\_\_\_\_

\_\_\_\_\_

If No, how many employees will the Subcontractor employ on this project? \_\_\_\_\_

An approved Affirmative Action Program shall mean a plan approved or adopted by Westchester County including but not limited to, the Home-Town Plan, the Recruitment Training Program or any other program approved or meeting the requirements of the State or Federal government.

The "Monthly Employment Utilization Report" of the Sample Forms, shall be filled out by the Contractor and/or Subcontractor(s) who are required to have an Affirmative Action Program, prior to the start of the work.

SAMPLE FORMS

**CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT**

**County of Westchester, Department of Public Works**

Contract No. \_\_\_\_\_

Report No. \_\_\_\_\_

Week(s) ending \_\_\_\_\_

Title of Contract and Location \_\_\_\_\_

Contractor or Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

I, \_\_\_\_\_, being duly sworn, depose and say:

1. I pay or supervise the payment of the persons employed by \_\_\_\_\_  
(Contractor or Subcontractor)  
in connection with the above referenced contract;

2. During the payment period commencing on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, all persons employed by  
\_\_\_\_\_ in connection with such contract have been paid in full  
(Contractor or Subcontractor)  
weekly wages and supplements earned by such persons except the following: (strikeout, if not  
applicable)

3. Such persons have been paid the prevailing rate of wages and the supplements as  
determined and required by Section 220 of the New York State Labor Law.



SAMPLE FORMS

4. No rebates or deductions have been deducted from such wages and supplements except as authorized or required by applicable statutes or regulations of the Federal, State and County Governments.

5. The following is a true and accurate summary of wages and supplements paid:

\_\_\_\_\_ During the week \_\_\_\_\_ Total to date

Number of names on payroll \_\_\_\_\_

Hours worked \_\_\_\_\_

Total wages earned \_\_\_\_\_

6. I have read the foregoing statement of wages and supplement, know the contents thereof, and the same is true to my own knowledge.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK)  
COUNTY OF WESTCHESTER) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the person who executed the above instrument, and who being duly sworn did say that he executed the same.

Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Notary Public - State of New York

SAMPLE FORMS

**MONTHLY EMPLOYMENT UTILIZATION REPORT**  
**County of Westchester, Department of Public Works**

<b><u>MONTHLY EMPLOYMENT UTILIZATION REPORT</u></b>										JOB TITLE:		CONTRACT NO.:					
WESTCHESTER COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING										NAME AND LOCATION OF CONTRACTOR:		REPORTING PERIOD: FROM: _____ TO: _____					
CONSTRUCTION TRADE	CLASSIFICATION	TOTAL ALL EMPLOYEES BY TRADE				BLACK (NOT HISPANIC ORIGINAL)		WORK HOURS OF EMPLOYMENT				MINORITY PERCENTAGE %	FEMALE PERCENTAGE %	TOTAL NUMBER OF EMPLOYEES		TOTAL NUMBER OF MINORITY EMPLOYEES	
		M	HRS	F	HRS	M	F	M	F	HISPANIC	ASIAN OR PACIFIC ISLANDERS			AMERICAN INDIAN OR ALASKAN NATIVE	M	F	M
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
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	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	TOTAL JOURNEY WORKER																
TOTAL APPRENTICES																	
TOTAL TRAINEES																	
GRAND TOTAL (#HRS & #EMPL)																	
COMPANY OFFICIAL'S SIGNATURE AND TITLE:										TELEPHONE NUMBER (Include Area Code):				DATE SIGNED:		PAGE: _____ OF _____	

This report must be filled out by all contractors (both prime and sub) who are required to have an Affirmative Action Program, and must be filed with the Engineer by the 5<sup>th</sup> day of each month during the term of the Contract, and shall include the total work hours of each employee classification in each trade in the covered area for the Monthly Reporting Period. The Prime Contractor shall submit a report for its Aggregate Work Force and collect and submit reports for each subcontractor's Aggregate Work Force to the Engineer.

**SHOP DRAWING SCHEDULE**  
**County of Westchester, Department of Public Works**

Forms Page 5

SAMPLE FORMS

**SHOP DRAWING ID**

**County of Westchester, Department of Public Works**

WESTCHESTER COUNTY DRAWING \_\_\_\_\_ OF \_\_\_\_\_

NAME OF PROJECT

\_\_\_\_\_

Date \_\_\_\_\_

Contract No. \_\_\_\_\_

Item/Model No. \_\_\_\_\_

Manufacturer \_\_\_\_\_

Contract Drawing No. \_\_\_\_\_

Specification Section \_\_\_\_\_

This document has been reviewed, coordinated and checked for accuracy of content and for compliance with the Contract Documents. The information contained herein has been coordinated with all other Contract Work.

Contractor \_\_\_\_\_

Signed \_\_\_\_\_

**REQUEST FOR APPROVAL OF EQUAL**  
**County of Westchester, Department of Public Works**

NO.

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ITEM

## EQUAL

(WC DPW E Version 11/3/08)

**County of Westchester, Department of Public Works**

**Attach a separate sheet here if more space is required.**

SAMPLE FORMS

**CONTRACTOR'S ULTRA LOW SULFUR DIESEL FUEL AFFIDAVIT**

County of Westchester, Department of Public Works

Contract No. \_\_\_\_\_ Period Included in this Report: \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_

Title of Contract and Location \_\_\_\_\_  
\_\_\_\_\_

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

STATE OF \_\_\_\_\_ ) ss.:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ being duly sworn, depose and say:  
(print name) (print title)

1. I certify under penalty of perjury that I agree to comply with the requirements of Chapter 878, Article XIII, Section 873.13.29 of the Laws of Westchester County.
2. During the period \_\_\_\_\_ through \_\_\_\_\_, all diesel-powered vehicles, used in the performance of Contract No. \_\_\_\_\_, were powered by ultra low sulfur diesel fuel (15 ppm Sulfur Maximum).
3. No fuel other than Ultra Low Sulfur Diesel Fuel (15 ppm Sulfur Maximum) was utilized on this project for the above described vehicles.
4. The annexed Ultra Low Sulfur Diesel Fuel Log is a true and accurate summary of the low sulfur diesel fuel (15 ppm Sulfur Maximum) purchased and utilized in the performance of this project.
5. I have read the foregoing statement, have full knowledge of the contents thereof, and it is my intent that the County of Westchester will rely on the statements contained herein.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_ ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the person who executed the above instrument, and who being duly sworn did say that he/she executed the same.

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**The Ultra Low Sulfur Diesel Fuel-Log must be attached.**

This Certification also has to be submitted by your subcontractor(s). *Additional copies of this form can be acquired from the Department of Public Work.*

SAMPLE FORMS

**ULTRA LOW SULFUR DIESEL FUEL (15 ppm Sulfur Maximum) – LOG**

Period of Log: \_\_\_\_\_ through \_\_\_\_\_

Contract No. \_\_\_\_\_

Title of Contract and Location \_\_\_\_\_

\_\_\_\_\_

Contractor or Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

<b>Date of Purchase</b>	<b>Name and Address of Vendor (Print)</b>	<b>Gallons Purchased</b>

***A Separate Copy of this Certification will also have to be signed by each of your subcontractors that utilize diesel powered vehicles, fifty horsepower or greater, on the above project. Additional copies of this form can be acquired from the Department of Public Works.***



- ☐ New  
☐ Change  
☐ No Change

**Electronic Funds Transfer (EFT)  
Vendor Direct Payment Authorization Form**

**INSTRUCTIONS:** Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions (Forms Page 21). If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

**Section I - Vendor Information**

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Print Name/Title\_\_\_\_\_  
Date**Section II- Financial Institution Information**

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:  
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Print Name / Title\_\_\_\_\_  
Date

**(Leave Blank - to be completed by  
Westchester County) - Vendor number assigned**

(WC DPW E Version 11/3/08)

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Forms Page 11

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Board of Acquisition and Contract, 148 Martine Ave, Room 104, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

### Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.



**SAMPLE CONTRACT AND BOND**  
**FOR CONSTRUCTION**

**DEPARTMENT OF PUBLIC WORKS**

**Division of Engineering**

**WESTCHESTERGOV . COM**

**DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**CONTRACT AND BOND**

**FOR CONTRACT**

**NOTE: ONLY PROVIDED AS A SAMPLE IN THESE SPECIFICATIONS FOR INFORMATIONAL PURPOSES AND NOT TO BE EXECUTED WHEN SUBMITTING THE BID PROPOSAL. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE THESE DOCUMENTS, AS MORE FULLY DESCRIBED IN THE PROPOSAL REQUIREMENTS.**

CONTRACT NO.

Amount of Contract \$

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, hereinafter, "County", and

hereinafter called the "Contractor", WITNESSETH as follows:

**WHEREAS**, the Commissioner of Public Works, hereinafter called "Commissioner", by virtue of the power and authority in him vested did advertise for proposals and bids for:

Westchester County, New York, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, as approved by the County of Westchester and now on file in the Office of the Commissioner, and

**WHEREAS**, the Contractor did bid for said work in the manner and form as required by said plans and specifications and, being the lowest responsible bidder therefore, was duly awarded the Contract for such work at prices named in the itemized proposal by a resolution of the Board of Acquisition and Contract of the said County of Westchester.

**NOW THEREFORE**, the Contractor, in consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does for itself, its representatives, agents, executors, administrators, successors or assigns, covenant and agree with the County that it, the said Contractor, shall and will at its own proper costs and charges and in conformity with said plans and specifications which are made a part of this Contract without setting forth same herein, provide all manner and kind of materials, molds, models, cartage, appliances and appurtenances required and of every description necessary for the due and proper performance of this Contract and the completion of said work to be done under the supervision and direction of the Commissioner, in a good workmanlike manner and in conformity with said plans and specifications without any alteration, deviation, additions, or omissions therefrom except upon due request and under the written direction of said Commissioner.

The Contractor acknowledges receipt of the "Information for Bidders, General and Special Clauses, Specification, Proposal and Plans" relating to this Contract, as well as all issued Addenda thereto, all of which are expressly incorporated in this Contract as if fully set forth herein.

**IT IS FURTHER UNDERSTOOD AND AGREED** by and between the parties to this Contract that if in the opinion of the said Commissioner of the County of Westchester it shall become necessary to make any change in the work called by the plans and specifications which are a part of this Contract, whereby, consistent with the Information for Bidders, the work contemplated by said plans and specifications is modified and reduced and the costs and expenses of such work lessened, that then and in that event the Contractor will do the work as changed and modified and the said Commissioner shall estimate the difference between the original estimate of quantities therefor and the amount that should be paid by reason of the modification and change and the difference shall be deducted from the original estimate of quantities therefore of said Contract and said Contractor shall be paid accordingly. The estimate of said Commissioner shall be final and conclusive upon the parties hereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. Any changes, modifications or deductions shall in no way invalidate this Contract and said Contractor agrees that in the event of any such change or modification reducing the original, estimated quantities therefore, it will not make any claim for any profit, or loss of profit by reason thereof. Notwithstanding any dispute or disagreement arising hereunder, Contractor agrees that the Work shall not be delayed nor disrupted by reason thereof.

The County hereby covenants and agrees with the said Contractor, in consideration of the covenants and agreements herein being strictly and in all respects complied with by the said Contractor as specified, that it will well and truly pay unto the said Contractor the unit prices set forth in the Proposal for the various items included in the Contract.

All partial payments will be made in accordance with the provisions set forth in the "Information for Bidders" and especially that part thereof which relates to "Estimates and Payments".

Furthermore, all partial payments will be made on the claim voucher and verified certificate of the Commissioner, both of which shall be filed in the Office of the Commissioner of Finance of the County of Westchester. The said claim voucher shall show the value of the work completed and the verified certificate shall show the said work was done in accordance with the plans and specifications.

With the final estimate the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under this Contract up to and including the date of the estimate. Where there are any bills or liabilities in excess of moneys due under any estimate under this Contract, the Construction Administrator may withhold payment of the estimate pending a satisfactory proof of settlement or adjustment of any excess claims. No final estimate will be approved or passed for payment unless and until the Contractor furnishes satisfactory proof that all bills and liabilities incurred under the Contract are paid in full and complies with the requirements of Section 220-a of the Labor Law.

Acceptance shall be effected as follows: whenever, in the opinion of the Commissioner, the Contractor shall have completely performed the Contract on his part to be performed, the Commissioner shall so certify in writing to the Board of Acquisition and Contract of the County and file such certificate with the said Board, stating therein, in substance that the work has been duly examined by him and that the same has been fully performed and completed in accordance

with the terms of the Contract therefor, and recommending the acceptance thereof. When the Board of Acquisition and Contract by resolution duly adopts, approves and ratifies, the said acceptance shall be complete. No final payment shall be made under this Contract until such certificate of completion and recommendation of acceptance have been approved and ratified by a resolution of said Board of Acquisition and Contract.

Unless otherwise provided for in the contract documents, the Commissioner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance upon written notification to the Contractor. The Engineer shall inspect the part of the Work to be taken over, used, occupied or operated, and will furnish the Contractor with a written statement of the Work, if any, that remains to be performed on such part. The Contractor shall not object to, nor interfere with, the Commissioner's decision to exercise the rights granted herein. In the event the Commissioner takes over, uses, occupies or operates any part of the work: (i) the Commissioner shall issue a written determination of Substantial Completion with respect to such part of the Work; and (ii) the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished work in accordance with Article 20 of the General Clauses.

The Commissioner will approve a final estimate for final payment consistent with the authorization of final acceptance from the Board of Acquisition and Contract less previous payments and any and all deductions authorized to be made by the Commissioner under the Contract or law. Payment pursuant to such final estimate less any additional deductions authorized to be made by the Commissioner of Finance under the Contract or law shall constitute the final payment and shall be made by the Commissioner of Finance. If the contract is terminated prior to final acceptance the Commissioner is authorized to prepare a final payment as otherwise authorized by the Board of Acquisition and Contract subject to the above noted adjustments.

Upon the completion and acceptance of this Contract by the Board of Acquisition and Contract, as aforesaid, the Commissioner shall proceed with all reasonable diligence to ascertain from actual measurements the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this Contract, and thereupon make out in writing a final estimate therefor.

After the completion and acceptance as herein above-mentioned, the Commissioner of Public Works shall file with the Commissioner of Finance of the County of Westchester the original verified certificate, claim voucher and the certification required by Section 220-a of the Labor Law, together with a certified copy of the resolution of approval and ratification of the Board of Acquisition and Contract of the said verified certificate and claim voucher and the resolution of acceptance of completion.

**IT IS FURTHER UNDERSTOOD AND AGREED** by and between the parties to this Contract that the Contractor will accept the unit prices named in the proposal for all additions to or deductions from the original quantities as given in the specifications. It is agreed that the Commissioner will make estimates of the value for the work completed as provided in the specifications and the final estimate will be made accordingly.

The Contractor further agrees that if at any time before or within thirty days after the whole of the work herein agreed to be performed has been completed and accepted any person or persons claiming to have performed any labor or furnished any material towards the performance and completion of this contract shall file with the proper officials any such notice as is described in the Lien Law, or any other act of the Legislature of the State of New York, the Contractor shall cause such Lien to be discharged of record. Otherwise and in every case and until the Lien is discharge of record the County shall retain, anything herein to the contrary notwithstanding, from the moneys under its control and due or to grow due under this Contract the sum of one hundred fifty (150%) percent of the amount of such Lien, unless otherwise authorized to withhold a larger amount. The Contractor further agrees to pay the County upon demand the costs, including but not limited to attorney's fees, incurred by the County in any action(s) brought to foreclose or otherwise enforce said Lien.

The Contractor covenants and agrees to commence the work embraced in this Contract within Ten [10] calendar days after service upon him, by the Commissioner, of written notice instructing him to begin the work and shall complete the same in all respects within \_\_\_\_\_ consecutive calendar days computed from the date of such Notice to Commence.

It is further understood and agreed by the parties hereto that the time of completion is of the essence of this Contract.

It is further understood and agreed by the Contractor that before entering upon the performance of this Contract it shall have approved by the County Attorney the Bond required to be furnished by it in the sum of-----  
[\$ \_\_\_\_\_ ] conditioned for the faithful performance of the work.

The Contractor hereby covenants and agrees to observe the plans, specifications and directions of the Commissioner in the doing of the work provided for under this Contract and to furnish the necessary materials and implements required therefore and to remove condemned material and rubbish as provided by plans and specifications and to employ a competent and sufficient force of workmen to complete the work of this improvement within the time specified. Should the Contractor at any time become insolvent, make an assignment for the benefit of creditors, abandon the Work, reduce its working force to a number which, if maintained, would be insufficient, in the sole opinion of the Commissioner, to complete the Work in accordance with the approved progress schedule; sublet, assign or otherwise dispose of this Contract other than as permitted elsewhere herein, refuse or neglect to supply a sufficiency of properly skilled workmen, or of material of the proper quantity or fail in any respect to prosecute the work with promptness and diligence, or fail in any other way in the performance of any of the agreements herein contained; all the foregoing being deemed acts of default, and such default being certified by the Commissioner, the County of Westchester, acting by the Board of Acquisition and Contract, shall be at liberty after five days written notice to the Contractor to provide any such labor or materials, use any and all sums due or to become due to the Contractor under this Contract, to pay for such labor and material, and if the Commissioner shall certify that such default is sufficient ground for such action, the County of Westchester acting by the Board of Acquisition and Contract, shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession for the purpose of completing the work included under this Contract of all materials, tools and appliances thereon



and to employ any other person or persons to finish the work and provide the materials therefore. Upon the Contractor's receipt of a notice from the County the Contractor shall immediately discontinue all further operations under this Contract. In case of such termination, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under this Contract shall exceed the reasonable value of the work performed and the material furnished or the total costs therefor, whichever is greater, in finishing the work, such excess shall be paid by the County of Westchester to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

The expense incurred by the County and the total costs as herein provided either for furnishing materials or for finishing the work and any damage incurred through such default shall be certified by the Commissioner whose certificate thereof shall be final and conclusive upon the parties and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

In case the County shall declare the Contractor in default as to a part of the work only, the Contractor shall immediately discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract.

In completing the whole or any part of the Work under the provisions of this Contract, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certification of the cost of completion referred to above, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default or partial default.

In addition to termination as provided for above, the County may terminate this Contract for the convenience of the County by written notice to the Contractor from the Commissioner. In such event and upon receipt of such notice the Contractor shall stop work on the date specified in the notice; take such actions as may be necessary to protect and preserve the County's materials and property; cancel all cancelable orders for material and equipment; assign to the County and deliver to the jobsite or any other location designated by the Commissioner any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work; and take no action that will increase the amounts payable by the County under this Contract.

In the event the contract is cancelled for the convenience of the County the following provisions shall apply:

- (a) For Work completed prior to the notice of termination, the Contractor shall be paid the fair and reasonable value of its work determined by the pro rata portion of the lump sum bid amount based upon the percent completion of the Work as of the date of termination as determined by the Commissioner, plus work completed pursuant to approved change orders, less amounts

previously paid. For purposes of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the Contractor's approved bid breakdown pursuant to Article 21 of the Information for Bidders shall be considered but shall not be dispositive as to the fair and reasonable value.

- (b) For non-cancelable material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the fair and reasonable value thereof as determined by the Commissioner, but not more than the Contractor's cost for such material and equipment, plus an additional sum of two (2%) percent of such fair and reasonable value.
- (c) In the event the County terminates a lump sum Contract for convenience within thirty (30) days after the Contractor has received the Notice of Award from the County, the Contractor shall be paid one (1%) percent of the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to (a) and (b).
- (d) On all unit price Contracts, or on unit price items in a Contract, the County will pay the Contractor the sum of (e) and (f) below, less all payments previously made pursuant to this Contract:
- (e) For all completed units, the unit price stated in the Contract, and
- (f) For units that have been ordered but are only partially completed, the Contractor will be paid (i) a pro rata portion of the unit price as stated in the Contract based upon the percent completion of the unit as determined by the Commissioner and (ii) for non-cancelable material and equipment, payment will be made pursuant to (b), above.
- (g) The Commissioner's determination(s) hereunder shall be final, binding and conclusive and subject to review only pursuant to Article 78 of the New York Civil Practice Law and Rules.
- (h) The County shall not be liable to the Contractor for any payment or claim if the termination for convenience results in a reduction of thirty (30%) percent or less of the original contract price as bid.

On all Contracts or items in a Contract where time and material records are specified as the basis for payment of the Work, the Contractor shall be paid in accordance with Article 29 of the General Clauses, less all payments previously made pursuant to this Contract.

In no event shall any payments made pursuant to a termination for convenience exceed the Contract price for such items, either individually or collectively.

All payments made pursuant to a termination for convenience shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the County.

The County may deduct or set off against any sums due and payable arising from a termination for convenience, any claims it may have against the Contractor.

In the event the County terminates the Contractor for default and it is subsequently determined that the Contractor was not in default, said termination shall automatically be converted for all purposes into a termination for convenience.

It is further understood and agreed between the parties hereto that no certificate given or payment made under this Contract, except the final certificate or final payment shall be conclusive evidence of the performance of this Contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work or improper materials. If the Contractor shall fail to replace any defective work or materials, the County may cause such defective materials to be removed and defective work to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

Anything to the contrary in the preceding paragraph notwithstanding, the Contractor is responsible for the repair of defects in materials and workmanship for a period of one year from the date of final acceptance of the work by the Board of Acquisition and Contract, unless a longer term is specified in the specifications.

The Contractor further agrees not to assign, transfer, convey, sublet or otherwise dispose of this Contract, or its right, title or interest in or to the same, or any part hereof without the previous consent in writing of the Board of Acquisition and Contract of the County. Before a Subcontractor shall proceed with any work, the Commissioner must first recommend and the Board of Acquisition and Contract must approve the use of the Subcontractor on this Contract. If a Subcontractor is not approved it may not work on this Contract. The Contractor specifically waives any claim due to the failure or refusal of the Commissioner or the Board of Acquisition and Contract to approve said Subcontractor.

The Contractor agrees to hold himself responsible for any claims made against the County for any infringement of patents by the use of patented articles in the construction and completion of the work or any process connected with the work agreed to be performed under this Contract or of any material used upon the said work, and shall indemnify and save harmless the County for the costs, expenses and damages which the County may be obligated to pay by reason of any infringement of patents used in the construction and completion of the work.

The parties hereto agree that no laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency. Time lost in any week because of inclement weather by employees engaged in

the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

The Contractor further agrees to erect and maintain during construction all necessary guards, rails and signals to prevent accidents to persons, vehicles or to the adjoining property and also agrees to use all necessary precautions in blasting and that he will indemnify and save the County of Westchester harmless from all suits and actions of any kind and nature whatsoever from or on account of the construction of said work.

It is further understood and agreed by the parties hereto that should any dispute arise respecting the true construction, interpretation or meaning of the Contract plans, specifications or conditions herein, or the measurements for the payment thereunder, same shall be referred to and decided by the said Commissioner and his decision thereon shall be final and conclusive upon the parties thereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. This provision shall also apply to the true value of and duly authorized extra work or any work permitted by agreement in case any work shall be ordered performed, or any work called for shall be so omitted under and upon the direction of said Commissioner.

The Contractor by the submitting of bids and execution of this Contract hereby covenants and agrees that he has examined the plans, specifications and the site work, as to local conditions, difficulties and accuracy of approximate estimate of quantities and does hereby further covenant and agree that he will not make any claim for damages by reason of any such local conditions, difficulties or variation of approximate estimate of quantities.

The Contractor represents and warrants to the County with the knowledge and expectation that this warranty will be relied upon by the County that it is not now participating and has not at any time participated, either directly or through any substantially owned or affiliated person, firm, partnership or corporation, in an international boycott in violation of the provisions of United States Export Administration Act of 1969, 50 USC 2401 et seq. or the regulations promulgated thereunder.

The Contractor further warrants and represents that it is financially solvent, and sufficiently experienced and competent to perform the work and that the facts provided by it to the County in its bid and supporting documents, and contract documents are true and correct in all respects.

This Contract shall become void and any rights of the Contractor hereunder shall be forfeited if, subsequent to the execution hereof, the Contractor is convicted of a violation of the provision of the United States Export Administration Act of 1969, 50 USC 2401 et seq. as amended or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States or the State of New York to have violated such act or regulations.

If the Contractor, any officer, director, or any party holding a controlling interest (defined as five (5%) percent or more, or in the case of a corporation, any stockholder owning five (5%) percent or more of the outstanding shares) is convicted of a crime (excluding Class B and

Unclassified Misdemeanors as defined under the New York State Penal Law and their equivalent in any city, state or under Federal law related to the type of services or activities which are the subject matter of this Contract) or if a related or affiliated company, partnership or corporation is convicted of a crime (excluding Class B and Unclassified Misdemeanors as defined above) after this Contract is fully executed, the County shall have the right to terminate this Agreement immediately and without penalty. An "affiliated company" as used herein means any affiliate which is a partnership, corporation, proprietorship, association or other entity (i) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the Contractor or any of its management personnel (as defined below) or directors, (ii) which directly or indirectly holds 50% or more of the ownership interest in the Contractor, (iii) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the Contractor, or (iv) which, whether by Contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the Contractor. An "ownership interest" means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. "Management personnel" means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

The Contractor represents that at the time of execution of this Contract, no individual or entity, as described above, has been convicted of a crime during the five (5) year period preceding the execution of this Contract.

The parties hereto recognize that it is the goal of Westchester County to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in contracts or projects funded by all Departments of the County and to effectively and efficiently monitor such participation. Therefore, the Contractor agrees to complete the MBE/WBE Questionnaire, which is attached hereto as Schedule "A," in furtherance of this goal and in accordance with Local Law No. 27-1997.

It is recognized and understood by the parties that this Contract is subject to appropriation by the Westchester County Board of Legislators. The County shall have no liability under this Contract beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Contract. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments under this Contract may be made.

The parties hereto for themselves, their legal representatives, successors and assigns, expressly agree that any legal action or proceeding that may arise out of or relating to this Contract shall be brought and maintained only in the courts of the State of New York ("New York State Court") located in the County of Westchester. With respect to any action between the County and Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it may otherwise have (i) to move to dismiss on grounds of *forum non*

*conveniens*; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside of Westchester County.

This Contract and its terms, covenants, obligations, conditions and provisions shall be binding upon all the parties hereto, their legal representatives, successors and assigns.

SAMPLE

This Contract shall not be enforceable until it is signed by all parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement, THE COUNTY OF WESTCHESTER pursuant to law by:

\_\_\_\_\_ its **Commissioner** \_\_\_\_\_

and the CONTRACTOR:

By: \_\_\_\_\_ its \_\_\_\_\_  
(Type or Print Name) (Title)

**THE COUNTY OF WESTCHESTER:**

By: \_\_\_\_\_  
Commissioner

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

**ATTEST:**

(SEAL)

By: \_\_\_\_\_  
(Signature)

Recommended:

\_\_\_\_\_  
Deputy Commissioner of Public Works

Approved as to form and manner of execution  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
County Attorney

**CONTRACTOR'S ACKNOWLEDGMENT**  
**(If Corporation)**

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF                       )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ of said Corporation and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the Secretary of State of the State of New York.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**  
**(If Individual)**

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF                       )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the same person described in and who executed the within instrument and duly acknowledged to me that he/she executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**  
**(If Co-Partnership)**

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF                       )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be a member of the firm of \_\_\_\_\_ and the person described in, and who executed the within instrument in behalf of said firm, and he/she acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public



**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than officer signing contract)

certify that I am \_\_\_\_\_ of  
(Title)

the \_\_\_\_\_  
(Name of Corporation)

organized and in good standing under the \_\_\_\_\_  
(Law under which organized)

named in the foregoing agreement; that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Contractor was, at the time of execution the  
\_\_\_\_\_ of the Corporation; that said agreement was duly  
(Title of such person)

signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto  
duly authorized and is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

(SEAL)

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF                 )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the Corporation described in and which executed the above certificate, who being by me duly  
sworn did depose and say that the said \_\_\_\_\_ resides at  
\_\_\_\_\_ and that he/she is  
\_\_\_\_\_ of said Corporation and knows the Corporate Seal of the said  
Corporation; that the seal affixed to the above certificate is such Corporate Seal and was so  
affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her  
name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                 )  
  ) ss.:  
COUNTY OF                                 )

---

Notary Public

## PERFORMANCE AND PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we

(hereinafter called the "Principal"), and the \_\_\_\_\_

\_\_\_\_\_ a Corporation created and existing under the laws of the State of \_\_\_\_\_

and having its principal office at \_\_\_\_\_  
in the City of \_\_\_\_\_ (hereinafter called the "Surety"), are held and  
firmly bound unto The County of Westchester (hereinafter called the "Obligee") in the penal sum  
of-----**DOLLARS**-----**AND**-----/100-----  
--[ \$                      ]

lawful money of the United States of America, for the payment of which, well and truly  
to be made, the said Principal binds itself, (himself, themselves) and its (his, their) successors  
and assigns, and the said Surety binds itself and its successors and assigns, all jointly and  
severally, firmly by these presents. Said penal sum shall apply separately and independently, in  
its total amount, to the payment provision and the performance provision of this Bond shall not  
reduce or limit the right of the Obligee to recover under the other said provision.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**WHEREAS**, said Principal has entered into a certain written contract with said Obligee, dated  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, (hereinafter called the "Contract")

For ----**CONTRACT #** \_\_\_\_\_ a copy of which Contract is hereto annexed and  
hereby made a part of this bond as if herein set forth in full.

**NOW THEREFORE,** THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the said Principal, and its (his, their) successors or assigns, or any or either of them shall,

(1) well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed such Contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned, and in each and every respect, comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay the Obligee all outlay and expense which it may incur in making good any such default, and

(2) also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons by agents, servants or employees of the Principal, and of its (his, their) successors or assigns, or any Subcontractor or of any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its (his, their) successors or assigns, or any Subcontractor or any designee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of Subcontractors and of materialmen and other third persons out of or in connection with said Contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

**PROVIDED,** however, that this bond is subject to the following additional conditions and limitations:

- (a) All persons who have performed labor or rendered services, as aforesaid, all Subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with said Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal or its (his, their) successors and assigns, and/or the Surety and its successors and assigns) against the Principal and its (his, their) successors and assigns on this bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, than in any such State. Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the

right to be made a party to such proceedings (but not later than twelve months after the performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid, such person, firm or corporation shall furnish the Obligee with a Bond of Indemnity for costs, which Bond shall be in an amount satisfactory to the Obligee.

- (b) The Surety or its successors or assigns shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.
- (c) In no event shall the Surety or its successors or assigns be liable under either the foregoing clause (1) or the foregoing clause (2) for a greater sum than the penalty of this Bond provided; however, that said penalty is separately applicable, in its total amount to each of the foregoing clauses (1) and (2), or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than twelve months after the complete performance of said Contract and final settlement thereof.

The Principal, for itself (himself, themselves) and its (his, their) successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objections that might be interposed as to the right of the Obligee to require a Bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, materialmen, and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this Bond.

And Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns and this Bond shall in no way be impaired or affected by an extension of time, modification, omission, addition or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder, before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to (executors, administrators), successors, assigns, Subcontractors, and other transferees, shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

And Surety, for value received, hereby stipulates and agrees, if requested to do so by Obligee, to fully perform and complete the work to be performed under the Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, the Principal fails or neglects to so

fully perform and complete such Work. The Surety further agrees to commence such Work of Completion within twenty-five (25) calendar days after written notice thereof from the Oblige, and to complete such Work within twenty-five (25) calendar days from the expiration of the time allowed the Principal in the Contract for the completion of such Work.

**WITNESSETH** our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**PRINCIPAL:**

By: \_\_\_\_\_

*(Signature)*

*(SEAL)*

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

*(Surety)*

By: \_\_\_\_\_

*(Signature)*

*(SEAL)*

**ATTEST:**

\_\_\_\_\_

If the Contractor (Principal) is a partnership, the Bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

Each executed Bond should be accompanied by:

- (a) appropriate acknowledgments of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other Certificate of Authority where Bond is executed by agent, officer or other representative of Principal or Surety;
- (c) a duly certified extract from By-laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

**BOND**

**BOND**

**CONTRACTOR'S ACKNOWLEDGMENT**  
**(If Corporation)**

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF                    )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ of said Corporation and knows the Corporate Seal of the said Corporation; that the seal affixed to the within instrument is such Corporate Seal and that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**  
**(If Individual)**

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF                    )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the same person described in and who executed the within instrument and he/she duly acknowledged to me that he/she executed the same for the purpose herein mentioned.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**  
**(If Co-Partnership)**

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF                    )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be a member of the firm of \_\_\_\_\_ and the person described in, and who executed the within instrument in behalf of said firm, and acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned.

\_\_\_\_\_  
Notary Public







**SCHEDULE OF HOURLY RATES**  
**AND SUPPLEMENTS**

**DEPARTMENT OF PUBLIC WORKS**

**Division of Engineering**



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Westchester County DPW & T

Yolanda Spraggins, Secretary II  
148 Martine Ave., Rm 518  
White Plains NY 10601

Schedule Year 2020 through 2021  
Date Requested 04/30/2021  
PRC# 2021004377

Location Mount Vernon District Office  
Project ID# 18-508  
Project Type Building Renovation; Exterior masonry, windows, and elevator repairs.

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

# **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

## **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

## **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b) ).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Westchester County DPW & T

Yolanda Spraggins, Secretary II  
148 Martine Ave., Rm 518  
White Plains NY 10601

Schedule Year 2020 through 2021  
Date Requested 04/30/2021  
PRC# 2021004377

Location Mount Vernon District Office  
Project ID# 18-508  
Project Type Building Renovation; Exterior masonry, windows, and elevator repairs.

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



## **Social Security Numbers on Certified Payrolls:**

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

## **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov) .

## **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

### **Effective June 23, 2020**

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

#### **2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

#### **3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations**  
**IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



## Required Notice under Article 25-B of the Labor Law

### **Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act**

#### **The law says that you are an employee unless:**

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
  - First offense: Up to \$2,500 per employee
  - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
  - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
  - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)

# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:**  
[www.labor.ny.gov](http://www.labor.ny.gov)

If you feel that you have not received proper wages or benefits,  
please call our nearest office.\*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* For New York City government agency construction projects, please  
contact the Office of the NYC Comptroller at (212) 669-4443, or  
[www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870



## Westchester County General Construction

<b>Boilermaker</b>	<b>06/01/2021</b>
--------------------	-------------------

### JOB DESCRIPTION Boilermaker

**DISTRICT 4**

#### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

#### WAGES

Per Hour: 07/01/2020 01/01/2021

Boilermaker	\$ 61.24	\$63.38
Repairs & Renovations	61.24	63.38

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 01/01/2021

Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 25.35	+ TBA

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

#### HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: \*Employee must work in pay week to receive Holiday Pay.

\*\*Employee gets 4 times the hourly wage rate for working Labor Day.

#### REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

	07/01/2020	01/01/2021
Apprentice(s)	32% of Hourly	32% of Hourly
	Wage Paid Plus	Wage Paid Plus
	Amount Below	Amount Below

1st Term	\$ 19.38	\$ TBA
2nd Term	20.24	TBA
3rd Term	21.08	TBA
4th Term	21.94	TBA
5th Term	22.79	TBA
6th Term	23.65	TBA
7th Term	24.48	TBA

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

<b>Carpenter</b>	<b>06/01/2021</b>
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### JOB DESCRIPTION Carpenter

**DISTRICT 8**

#### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

#### WAGES

Per hour: 07/01/2020

Piledriver	\$ 55.93
Dockbuilder	\$ 55.93

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 52.44

## OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

## REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$22.37	\$27.97	\$36.35	\$44.74

Supplemental benefits per hour:

All Terms: \$ 34.34

8-1556 Db

## Carpenter

06/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

## WAGES

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 54.00

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

## SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.99

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

## REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$24.20	\$27.20	\$31.45	\$39.33

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$16.06	\$17.56	\$21.16	\$23.16

8-2287

## Carpenter

06/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

## WAGES

Per Hour: 07/01/2020

Marine Construction:

Marine Diver	\$ 70.80
Marine Tender	50.34

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 52.34

## OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 22.37
2nd year	27.97
3rd year	36.35
4th year	44.74

Supplemental Benefits

Per Hour:

All terms \$ 34.34

8-1456MC

## Carpenter

06/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

## WAGES

Per hour: 07/01/2020

Building	
Millwright	\$ 55.70

## SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.16

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

## REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.99	\$35.44	\$40.89	\$51.79

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
------	------	------	------

\$34.79      \$38.49      \$42.84      \$49.60

8-740.1

**Carpenter**

**06/01/2021**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour:

07/01/2020

Timberman

\$ 51.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2020

\$ 51.79

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour:

One ( 1 ) year terms:

1st	2nd	3rd	4th
\$20.42	\$25.53	\$33.18	\$40.84

Supplemental benefits per hour:

All terms \$ 34.07

8-1556 Tm

**Carpenter**

**06/01/2021**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour: 07/01/2020 10/18/2020

Core Drilling:

Driller \$ 41.19 \$ 41.74

Driller Helper 32.62 32.92

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Driller and Helper \$ 27.95

## OVERTIME PAY

OVERTIME: See (B,E,K\*,P,R\*\*) on OVERTIME PAGE.

## HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: \* See (5,6) on HOLIDAY PAGE.

\*\* See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

## Carpenter - Building / Heavy&Highway

06/01/2021

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT** 11

## ENTIRE COUNTIES

Putnam, Rockland, Westchester

## WAGES

WAGES:(per hour)

	07/01/2020	07/01/2021
BUILDING/HEAVY & HIGHWAY/TUNNEL:		Additional
Carpenter		\$ 0.40
Base Wage	\$ 37.69	
	+ \$7.61*	

\*For all hours paid straight or premium.

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.53

## OVERTIME PAY

BUILDING:

See ( B, E, Q ) on OVERTIME PAGE.

HEAVY&HIGHWAY/TUNNEL:

See ( B, E, P, \*R, \*\*T, X ) on OVERTIME PAGE.

\*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

\*\*T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

## HOLIDAY

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See ( 5, 6, 25 ) on HOLIDAY PAGE including benefits.

Overtime: See ( 5, 6, 25 ) on HOLIDAY PAGE.

## REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 18.85	\$ 22.61	\$ 26.38	\$ 30.15
+3.55*	+3.55*	+3.55*	+3.55*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 18.85	\$ 22.61	\$ 24.50	\$ 26.38	\$ 30.15
+3.55*	+3.55*	+3.55*	+3.55*	+3.55*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

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**Electrician****06/01/2021**

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**JOB DESCRIPTION** Electrician

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond, Westchester

**WAGES**

Per hour: 07/01/2020 03/10/2021

Service Technician \$ 33.90 \$34.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

**SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyworker: \$ 18.43 \$ 19.32

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

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**Electrician****06/01/2021**

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**JOB DESCRIPTION** Electrician

**DISTRICT** 8

**ENTIRE COUNTIES**

Westchester

**WAGES**

Per hour: 07/01/2020

Electrician/A-Technician \$ 52.75

Teledata \$ 52.75

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2020  
Journeyworker \$ 51.80

**OVERTIME PAY**

See (A, G, \*J, P) on OVERTIME PAGE

\*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

	07/01/2020
1st term	\$ 13.00
2nd term	15.00
3rd term	17.00
4th term	19.00
MIJ 1-12 months	23.00
MIJ 13-18 months	26.50

Supplemental Benefits per hour:

	07/01/2020
1st term	\$ 9.49
2nd term	12.39
3rd term	13.72
4th term	15.05
MIJ 1-12 months	12.08
MIJ 13-18 months	13.38

8-3/W

**Electrician**

**06/01/2021**

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

07/01/2020

Electrician	\$ 26.50
H - Telephone	\$ 26.50

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of defective electrical and teledata equipment.  
- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

**SUPPLEMENTAL BENEFITS**

07/01/2020

Electrician &	
H - Telephone	\$ 13.38

**OVERTIME PAY**

See (B, G, \*J, P) on OVERTIME PAGE

\*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

**Elevator Constructor**

**06/01/2021**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per hour:

	07/01/2019	03/17/2021
Elevator Constructor	\$ 69.56	\$ 72.29
Modernization & Service/Repair	\$ 54.56	\$ 56.77

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor	\$ 41.92	\$ 42.92
Modernization & Service/Repairs	\$ 40.86	\$ 41.82

**OVERTIME PAY**

Constructor See ( D, M, T ) on OVERTIME PAGE.

Modern/Service See ( B, F, S ) on OVERTIME PAGE.

# **HOLIDAY**

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

# **REGISTERED APPRENTICES**

WAGES PER HOUR:

\*Note: 1st Term is based on Average wage of Constructor & Modernization.  
Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

# **SUPPLEMENTAL BENEFITS**

Elevator Constructor

1st Term	\$ 33.38	\$ 34.05
2nd Term	34.20	34.91
3rd Term	35.55	36.30
4th Term	36.89	37.70

Modernization &  
Service/Repair

1st Term	\$ 33.33	\$ 34.00
2nd Term	33.82	34.50
3rd Term	35.09	35.83
4th Term	36.36	37.15

4-1

# **Elevator Constructor**

06/01/2021

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

# **ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

# **PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

# **WAGES**

Per Hour	07/01/2020	01/01/2021
Mechanic	\$ 60.49	\$62.51
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

\*\*\*Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

# **SUPPLEMENTAL BENEFITS**

Per hour	07/01/2020	01/01/2021
Journeyman/Helper	\$ 34.765*	\$ 35.825*

(\*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

# **OVERTIME PAY**

See (D, O) on OVERTIME PAGE

# **HOLIDAY**



Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

### REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

### Glazier

06/01/2021

### JOB DESCRIPTION Glazier

### DISTRICT 8

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

### WAGES

Per hour:	7/01/2020	5/01/2021
Glazier	\$ 57.55	\$ 58.60
*Scaffolding	58.55	59.55
Glass Tinting & Window Film	29.17	29.60
**Repair & Maintenance	29.17	29.60

\*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

### SUPPLEMENTAL BENEFITS

Per hour:	7/01/2020	5/01/2021
Journeyworker	\$ 34.59	\$ 36.04
Glass tinting & Window Film	20.29	21.19
Repair & Maintenance	20.29	21.19

### OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

### REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2020	5/01/2021
1st term	\$ 20.14	\$ 20.72
2nd term	28.21	28.66
3rd term	34.10	34.67
4th term	45.80	46.62

Supplemental Benefits:

(Per hour)

1st term	\$ 16.16	\$ 16.58
2nd term	22.76	23.57

3rd term	25.16	26.09
4th term	29.73	30.91

8-1087 (DC9 NYC)

<b>Insulator - Heat &amp; Frost</b>	<b>06/01/2021</b>
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**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour: 07/01/2020 05/31/2021

Insulator \$ 55.00 \$ 2.00

Discomfort & Additional Training\*\* 57.96

Fire Stop Work\* 29.44

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators;psychological evaluation;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 34.35

Discomfort & Additional Training 36.30

Fire Stop Work:  
Journeyworker 17.52

**OVERTIME PAY**

See (B, E, E2, Q, \*T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

**REGISTERED APPRENTICES**

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 29.44	\$ 34.55	\$ 39.66	\$ 44.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 30.99	\$ 36.41	\$ 41.83	\$ 47.26

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.52
2nd term	20.89
3rd term	24.25
4th term	27.61

Discomfort & Additional Training Apprentices:

1st term	\$ 18.50
2nd term	22.06

3rd term	25.62	
4th term	29.18	

8-91

<b>Ironworker</b>	<b>06/01/2021</b>
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**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2020 01/01/2021

Ironworker Rigger \$ 67.13 \$ 67.99

Ironworker Stone  
Derrickman \$ 67.13 \$ 67.99

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 40.94 \$ 41.44

**OVERTIME PAY**

See (B, D1, \*E, Q, \*\*V) on OVERTIME PAGE

\*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

\*\* Benefits same premium as wages on Holidays only

**HOLIDAY**

Paid: See (18) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

\*Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**

Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2020	\$33.12	\$47.19	\$52.50	\$57.82
01/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:				
07/01/2020	\$20.93	\$31.23	\$31.23	\$31.23
01/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

<b>Ironworker</b>	<b>06/01/2021</b>
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**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2020 01/01/2021

Ornamental \$ 45.65 \$ 45.90  
Chain Link Fence 45.65 45.90  
Guide Rail 45.65 45.90

**SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyworker: \$ 58.05 \$ 59.05

**OVERTIME PAY**

See (B, B1, Q, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Apprentices hired before 8/31/2018:

(1/2) year terms at the following percentage of Journeyman's wage.

5th Term 80%

Supplemental Benefits per hour:		
5th Term	52.38	53.48
Apprentices Hired after 9/1/18:		
1 year terms		
1st Term	\$ 21.13	\$ 21.13
2nd Term	24.77	24.77
3rd Term	36.32	28.40
4th Term	TBD	32.06
Supplemental Benefits per hour:		
1st Term	\$ 17.61	\$ 17.89
2nd Term	18.86	19.14
3rd Term	52.58	20.40
4th Term	TBD	21.66

4-580-Or

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**Ironworker****06/01/2021**

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**JOB DESCRIPTION** Ironworker**DISTRICT 4****ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES****PER HOUR:**

07/01/2020

01/01/2021

**Ironworker:**

Structural

\$ 52.70

\$ 53.45

Bridges

Machinery

**SUPPLEMENTAL BENEFITS****PER HOUR PAID:**

Journeyman

\$ 81.35

\$ 82.35

**OVERTIME PAY**

See (B, B1, Q, \*V) on OVERTIME PAGE

\*NOTE: Benefits are calculated for every hour paid

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES****WAGES PER HOUR:**

6 month terms at the following rate:

1st	\$27.45	\$27.83
2nd	\$28.05	\$28.43
3rd - 6th	\$28.66	\$29.04

**Supplemental Benefits****PER HOUR PAID:**

All Terms

\$56.15

\$56.90

4-40/361-Str

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**Ironworker****06/01/2021**

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**JOB DESCRIPTION** Ironworker**DISTRICT 4****ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

**WAGES****Per hour:**

07/01/2020

Reinforcing &amp;

Metal Lathing	\$ 56.25
"Base" Wage	\$ 54.70 plus \$ 1.55

"Base" Wage is used to calculate overtime hours only.

### SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing	\$ 38.30
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### OVERTIME PAY

See (B, E, Q, \*X) on OVERTIME PAGE

\*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 45.08
Double Time	\$ 51.33

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

### SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

### Laborer - Building

06/01/2021

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 8

### ENTIRE COUNTIES

Putnam, Westchester

### WAGES

07/01/2020

Laborer	\$ 35.30 plus \$4.60**
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Laborer - Asbestos & Hazardous Materials Removal	\$ 41.55*
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\* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

\*\* This portion is not subject to overtime premium.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

## SUPPLEMENTAL BENEFITS

Per hour: 07/01/2020

Journeyworker \$ 26.40

## OVERTIME PAY

See (B, E, E2, Q, \*V) on OVERTIME PAGE

\*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D	Level E
0-1000	1001-2000	2001-3000	3001-4000	4001+
\$ 23.90	\$ 27.50	\$ 31.50	\$ 38.00	\$ 39.80

Supplemental Benefits per hour:

Apprentices

Level A	\$ 12.35
Level B	15.20
Level C	17.80
Level D	18.20
Level E	26.40

8-235/B

## Laborer - Heavy&Highway

06/01/2021

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

\*\*PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES\*\*

GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs/ Asphalt Screedman/Raker, Bar Person.

GROUP III: Pavement Breakers, Jeep Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

Wages:(per hour) 07/01/2020

GROUP I	\$44.45*
GROUP II	43.10*
GROUP III	42.70*
GROUP IV	42.35*
GROUP V	42.00*
GROUP VIA	44.00*
Operator Qualified	
Gas Mechanic	54.45*
Flagperson	35.65*

\*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours

Per Hour \$24.35

Over 40 Hours

Per Hour 18.10

#### OVERTIME PAY

See (B, E, P, R, S) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies

For Holiday Overtime: 8, 9, 15, 25 - Code 'R' applies

#### REGISTERED APPRENTICES

	1st term 1-1000hrs	2nd term 1001-2000hrs	3rd term 2001-3000hrs	4th term 3001-4000hrs
07/01/2020	\$ 23.90	\$ 28.20	\$ 32.50	\$ 36.70

Supplemental Benefits per hour:

1st term \$ 3.85 - After 40 hours: \$ 3.60

2nd term \$ 3.95 - After 40 hours: \$ 3.60

3rd term \$ 4.45 - After 40 hours: \$ 4.00

4th term \$ 5.00 - After 40 hours: \$ 4.50

8-60H/H

#### Laborer - Tunnel

06/01/2021

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

#### ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

#### PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

#### WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2020	07/01/2021	07/01/2022
Class 1	\$ 50.45	\$ 51.95	\$ 53.45
Class 2	52.60	54.10	55.60
Class 4	59.00	60.50	62.00
Class 5	42.25	43.50	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

#### SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 32.15	\$ 33.25	\$ 34.45
Benefit 2	48.15	49.80	51.60
Benefit 3	64.15	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

#### OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

#### REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

### Lineman Electrician

06/01/2021

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

#### ENTIRE COUNTIES

Westchester

#### WAGES

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour: 07/01/2020

Lineman, Tech, Welder	\$ 56.51
Crane, Crawler Backhoe	56.51
Cable Splicer-Pipe Type	62.16
Digging Mach Operator	50.86
Cert. Welder-Pipe Type	59.34
Tractor Trailer Driver	48.03
Groundman, Truck Driver	45.21
Equipment Mechanic	45.21
Flagman	33.91

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 24.90
	*plus 6.75% of



hourly wage

\*The 6.75% is based on the hourly wage paid, straight time or premium time.

**OVERTIME PAY**

See ( B, E, Q, ) on OVERTIME PAGE. \*Note\* Double time for emergency work designated by the Dept of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms.

	07/01/2020
1st term	\$ 33.91
2nd term	36.73
3rd term	39.56
4th term	42.38
5th term	45.21
6th term	48.03
7th term	50.86

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249aWest

**Lineman Electrician - Teledata**

**06/01/2021**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2020	01/01/2021
Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 5.06	\$ 5.06
	*plus 3% of wage paid	*plus 3% of wage paid

\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal, Lighting

06/01/2021

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

## ENTIRE COUNTIES

Westchester

## WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.  
(Ref #14.01.03)

Per hour: 07/01/2020

Lineman, Technician	\$ 51.61
Crane, Crawler Backhoe	51.61
Certified Welder	54.19
Digging Machine	46.45
Tractor Trailer Driver	43.87
Groundman, Truck Driver	41.29
Equipment Mechanic	41.29
Flagman	30.97

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

## SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

Supplements paid at STRAIGHT TIME rate for holidays.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms.

	07/01/2020
1st term	\$ 30.97
2nd term	33.55
3rd term	36.13
4th term	38.71
5th term	41.29
6th term	43.87
7th term	46.45

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249aWestLT

### Mason - Building

06/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

### WAGES

Per hour:	07/01/2020	12/07/2020
Tile Setters	\$ 60.09	\$ 60.86

### SUPPLEMENTAL BENEFITS

Per Hour:		
	\$ 24.81*	\$ 24.91*
	+ \$9.72	+ \$9.73

\* This portion of benefits subject to same premium rate as shown for overtime wages.

### OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2020	\$20.35	\$25.11	\$32.09	\$36.83	\$40.25	\$43.50	\$46.95	\$51.69	\$54.34	\$58.19

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
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\$12.55*	\$12.55*	\$15.06*	\$15.06*	\$16.06*	\$17.56*	\$18.56*	\$18.56*	\$16.56*	\$21.81*
+.66	+.70	+.80	+.85	+.1.23	+.1.27	+.1.62	+.1.67	+.5.82	+.6.31

\* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

**Mason - Building**

**06/01/2021**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2020

Bricklayer	\$ 42.09
Cement Mason	42.09
Plasterer/Stone Mason	42.09
Pointer/Caulker	42.09

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 35.00
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**OVERTIME PAY**

OVERTIME:

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

All Others See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

**Mason - Building**

**06/01/2021**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

## WAGES

### Building

	07/01/2020	01/01/2021
Wages per hour:		

Mosaic & Terrazzo Mechanic	\$57.42	\$ 57.92
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Mosaic & Terrazzo Finisher	\$55.82	\$ 56.32
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## SUPPLEMENTAL BENEFITS

### Per hour:

Mosaic & Terrazzo Mechanic	\$ 25.61* + \$11.47	\$ 25.81* + \$11.72
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Mosaic & Terrazzo Finisher	\$ 25.61* + \$11.45	\$ 25.81* + \$ 11.70
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\*This portion of benefits subject to same premium rate as shown for overtime wages.

## OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.60 from hourly wages before calculating overtime.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

## REGISTERED APPRENTICES

### Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2020	\$25.40	\$27.94	\$30.49	\$33.03	\$35.57	\$38.11	\$43.20	\$48.28
01/01/2021	\$25.65	\$28.22	\$30.79	\$33.36	\$35.92	\$38.48	\$43.62	\$48.95

### Supplemental benefits per hour:

07/01/2020	\$12.81* +\$9.04	\$14.09* +\$9.94	\$15.37* +\$10.84	\$16.65* +\$11.75	\$17.93* +\$12.65	\$19.21* +\$13.55	\$21.77* +\$15.36	\$24.33* +\$17.16
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01/01/2021	\$12.91* +\$9.16	\$14.20* +\$10.08	\$15.49* +\$11.00	\$16.78* +\$11.90	\$18.07* +\$12.82	\$19.36* +\$13.74	\$21.94* +\$15.58	\$24.52* +\$17.40
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Apprentices hired after 07/01/2017:

### Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2020	\$22.20	\$22.88	\$30.49	\$35.57	\$40.65	\$45.73
01/01/2021	\$22.44	\$28.85	\$30.79	\$35.92	\$41.05	\$46.18

### Supplemental Benefits per hour:

07/01/2020	\$4.55* +\$6.32	\$11.52* +\$8.13	\$15.37* +\$10.84	\$17.93* +\$12.65	\$20.49* +\$14.46	\$23.05* +\$16.22
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01/01/2021	\$4.55* +\$6.42	\$5.85* +\$8.24	\$15.49* +\$11.00	\$18.07* +\$12.82	\$20.65* +\$14.66	\$23.23* +\$16.48
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\*This portion of benefits subject to same premium rate as shown for overtime wages.

<b>Mason - Building</b>	<b>06/01/2021</b>
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**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020 01/01/2021

Building-Marble Restoration:

Marble, Stone & \$ 44.66 \$ 45.37

Terrazzo Polisher, etc

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 28.41 \$ 28.80

**OVERTIME PAY**

See (B, \*E, Q, V) on OVERTIME PAGE

\*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2020	\$31.19	\$35.68	\$40.16	\$44.66
01/01/2021	\$31.74	\$36.30	\$40.82	\$45.37

Supplemental Benefits Per Hour:

07/01/2020	\$25.78	\$26.66	\$27.54	\$28.41
01/01/2021	\$26.10	\$26.99	\$27.91	\$28.80

9-7/24-MP

<b>Mason - Building</b>	<b>06/01/2021</b>
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**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Wages: 07/01/2020 01/14/2021

Marble Cutters & Setters \$ 60.35 \$ 60.89

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 37.24 \$ 37.65

**OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2020									
\$24.15	\$27.15	\$30.16	\$33.19	\$36.20	\$39.20	\$42.15	\$45.26	\$51.28	\$57.34
01/14/2021									
\$24.36	\$27.38	\$30.43	\$33.48	\$36.53	\$39.56	\$42.61	\$45.66	\$51.74	\$57.83

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
07/01/2020	\$20.14	\$21.58	\$23.02	\$24.42	\$25.85	\$27.29	\$28.72	\$30.12	\$32.98	\$35.81
01/14/2021	\$20.31	\$21.77	\$23.22	\$24.66	\$26.09	\$27.55	\$28.99	\$30.44	\$33.33	\$36.22
										9-7/4

9-7/4

**Mason - Building** **06/01/2021**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020 12/07/2020

Tile Finisher \$ 46.21 \$ 46.69

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 21.56\* \$ 21.91  
+ \$9.65 + \$9.55

\*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY**

See (B, E, Q, \*V) on OVERTIME PAGE

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

**Mason - Building** **06/01/2021**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020 01/01/2021

Marble, Stone, etc.  
Maintenance Finishers: \$ 25.53 \$ 26.10

Note 1: An additional \$2.00 per hour  
for time spent grinding floor using  
"60 grit" and below.

Note 2: Flaming equipment operator  
shall be paid an additional \$25.00 per day.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Marble, Stone, etc  
Maintenance Finishers: \$ 13.85 \$ 13.96

# **OVERTIME PAY**

See (B, \*E, Q, V) on OVERTIME PAGE

\*Double hourly rate after 8 hours on Saturday

# **HOLIDAY**

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

# **REGISTERED APPRENTICES**

WAGES per hour:

	07/01/2020	01/01/2021
0-750	\$17.87	\$20.99
751-1500	\$18.89	\$21.67
1501-2250	\$19.92	\$22.36
2251-3000	\$20.93	\$23.03
3001-3750	\$22.47	\$24.06
3751-4500	\$24.51	\$25.42
4501+	\$25.53	\$26.10

Supplemental Benefits:

Per hour:

0-750	\$ 13.73	\$11.12
751-1500	\$ 13.75	\$11.50
1501-2250	\$ 13.76	\$11.87
2251-3000	\$ 13.78	\$12.26
3001-3750	\$ 13.80	\$12.82
3751-4500	\$ 13.83	\$13.58
4501+	\$ 13.85	\$13.96

9-7/24M-MF

## **Mason - Building / Heavy&Highway**

06/01/2021

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT** 9

## **ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

## **WAGES**

Per hour: 07/01/2020 01/14/2021

Marble-Finisher \$ 47.92 \$ 48.27

## **SUPPLEMENTAL BENEFITS**

Journeyworker:

per hour

Marble- Finisher \$ 34.99 \$ 35.25

## **OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE

## **HOLIDAY**

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

\* Work beyond 8 hours on a Saturday shall be paid at double the rate.

\*\* When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

## **Mason - Heavy&Highway**

06/01/2021

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

## **ENTIRE COUNTIES**

Putnam, Rockland, Westchester

## **PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

## **WAGES**

Per hour:



07/01/2020

Bricklayer	\$ 42.60
Cement Mason	42.60
Marble/Stone Mason	42.60
Plasterer	42.60
Pointer/Caulker	42.60

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.99
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### OVERTIME PAY

Cement Mason See ( B, E, Q, W, X )

All Others See ( B, E, Q, X )

### HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

### REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

### Operating Engineer - Building

06/01/2021

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

### PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

### WAGES

NOTE:Construction surveying

Party chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2020

Building Construction:

Party Chief	\$ 74.75
Instrument Man	\$ 59.53

Rodman \$ 40.79

Steel Erection:

Party Chief \$ 78.44  
Instrument Man \$ 62.74

Rodman \$ 44.39

Heavy Construction-NYC counties only:  
(Foundation, Excavation.)

Party Chief \$ 83.87  
Instrument man \$ 63.61  
Rodman \$ 54.59

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2020

Building Construction &  
Steel \$ 22.85\* + 6.90

Heavy Construction \$ 23.10\* + 6.90

\* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:  
\$ 16.45

**OVERTIME PAY**

See (A, B, E, Q) on OVERTIME PAGE

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

**HOLIDAY**

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

**Operating Engineer - Building**

**06/01/2021**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

**GROUP I:**

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist (Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie (Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-B: Utility Man, Warehouse Man.

**WAGES: (per hour)**

07/01/2020

GROUP I	
Cranes- up to 49 tons	\$ 61.70
Cranes- 50 tons to 99 tons	63.86
Cranes- 100 tons and over	72.99
GROUP I-A	53.95
GROUP I-B	49.68
GROUP II	52.03
GROUP III-A	50.11
GROUP III-B	47.67
GROUP IV-A	49.60
GROUP IV-B	41.85
GROUP V	45.17
GROUP VI-A	52.96
GROUP VI-B	
Utility Man	42.83
Warehouse Man	44.92

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
Loader operators over 5 cubic yard capacity additional .50 per hour.  
Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2020

Journeyworker	\$ 28.52
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**OVERTIME PAY**

OVERTIME:..... See ( B, E, P, R\*, T\*\*, U\*\*\*, V ) on OVERTIME PAGE.

**HOLIDAY**

Paid:..... See ( 5, 6, 11, 12, 15, 25 ) on HOLIDAY PAGE.  
Overtime:..... See ( 5, 6, 11, 12, 15, 25 ) on HOLIDAY PAGE.  
\* For Holiday codes 11, 12, 15, 25, code R applies.  
\*\* For Holiday code 28, code T applies  
\*\*\* For Holiday codes 5 & 6, code U applies

8-137B

**Operating Engineer - Heavy&Highway**

**06/01/2021**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),  
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under), Vibratory Roller (Riding), Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour: 07/01/2020

Group I	\$ 62.38
Group I-A	54.95
Group I-B	57.92
Group II-A	52.61
Group II-B	54.26
Group III	51.68
Group IV	46.93
Group IV-B	40.24
Group V	
Engineer All Tower, Climbing and Cranes of 100 Tons	70.72

Hoist Engineer(Steel)	64.00
Engineer(Pile Driver)	68.27
Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts  
on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the 4 Day/10 Hour Work scheduleRegistration for Use of 4 Day/10 Hour Work Schedule,form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:	07/01/2020
	\$ 30.50 up to 40 Hours
	After 40 hours \$ 21.35* PLUS \$ 1.15 on all hours worked

\*This amount is subject to premium

**OVERTIME PAY**

See (B, E, E2, P, \*R, \*\*U) on OVERTIME PAGE

**HOLIDAY**

Paid:..... See ( 5, 6, 8, 9, 15, 25 ) on HOLIDAY PAGE

Overtime..... See ( 5, 6, 8, 9, 15, 25 ) on OVERTIME PAGE

\* For Holiday codes 8,9,15,25 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

07/01/2020

1st term	\$ 27.48
2nd term	32.97
3rd term	38.47
4th term	43.96

Supplemental Benefits per hour:

\$ 22.50

8-137HH

**Operating Engineer - Heavy&Highway**

**06/01/2021**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 9

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: South of the North city line of Poughkeepsie

**WAGES**

Party Chief - One who directs a survey party  
Instrument Man - One who runs the instrument and assists Party Chief  
Rodman - One who holds the rod and in general, assists the Survey Crew  
Categories cover GPS & Underground Surveying

Per Hour: 07/01/2020

Party Chief \$ 81.06

Instrument Man 61.32

Rodman 52.53

#### **SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2020

All Categories  
Straight Time: \$ 23.10\* plus \$6.90

Premium:  
Time & 1/2 \$ 34.65\* plus \$6.90

Double Time \$ 46.20\* plus \$6.90

Non-Worked Holiday Supplemental Benefits:  
\$ 16.45

#### **OVERTIME PAY**

See (B, \*E, Q) on OVERTIME PAGE

\* Doubletime paid on all hours in excess of 8 hours on Saturday

#### **HOLIDAY**

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

### **Operating Engineer - Heavy&Highway - Tunnel**

**06/01/2021**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT** 8

#### **ENTIRE COUNTIES**

Putnam, Westchester

#### **PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

#### **WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under), Vibratory Roller(riding), Welder.

GROUP II-B: Mechanic(outside)all types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck).

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

07/01/2020

GROUP I	\$ 62.38
GROUP I-A	54.95
GROUP I-B	57.92
GROUP II-A	52.61
GROUP II-B	54.26
GROUP III	51.68
GROUP IV-A	46.93
GROUP IV-B	40.24
GROUP V-A	
Engineer-Cranes	70.72
Engineer-Pile Driver	68.27
Hoist Engineer	64.00
Jersey Spreader	53.83
Pavement Breaker	53.83
Post Hole Digger	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts  
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

07/01/2020

\$ 22.50  
+ \$8.00  
(Limited to  
first 40 hours)

**OVERTIME PAY**

See (D, O, \*U, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

07/01/2020

1st term	\$ 27.48
2nd term	32.97
3rd term	38.47

4th term 43.96

Supplemental Benefits per hour:

All terms 07/01/2020  
\$ 22.50

8-137Tun

## Operating Engineer - Marine Dredging

06/01/2021

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

### WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2020	10/01/2020
All Classes A & B	\$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63



All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

**Operating Engineer - Survey Crew - Consulting Engineer**

**06/01/2021**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

**WAGES**

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2020  
Survey Classifications

Party Chief	\$ 45.32
Instrument Man	37.85
Rodman	33.14

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 19.50

**OVERTIME PAY**

OVERTIME:..... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE  
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

**Painter**

**06/01/2021**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020

Brush \$ 49.20\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 49.20\*

Spray & Scaffold	\$ 52.20*
Fire Escape	52.20*
Decorator	52.20*
Paperhanger/Wall Coverer	51.96*

\*Subtract \$ 0.10 to calculate premium rate.

#### SUPPLEMENTAL BENEFITS

Per hour:	07/01/2020
Paperhanger	\$ 30.70
All others	28.81
Premium	32.10**

\*\*Applies only to "All others" category, not paperhanger journeyworker.

#### OVERTIME PAY

See (A, H) on OVERTIME PAGE

#### HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

One ( 1 ) year terms at the following wage rate.

Per hour:	07/01/2020
Appr 1st term...	\$ 19.12*
Appr 2nd term...	24.52*
Appr 3rd term...	29.72*
Appr 4th term...	39.75*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:	
Per Hour:	07/01/2020
Appr 1st term...	\$ 14.32
Appr 2nd term...	17.78
Appr 3rd term...	20.50
Appr 4th term...	25.89

8-NYDC9-B/S

#### Painter

06/01/2021

#### JOB DESCRIPTION Painter

DISTRICT 8

#### ENTIRE COUNTIES

Putnam, Suffolk, Westchester

#### PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceadershurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor Haven, Harbour Acres.

#### WAGES

Per hour:	07/01/2020
Drywall Taper	\$ 49.20*

\*Subtract \$ 0.10 to calculate premium rate.

#### SUPPLEMENTAL BENEFITS

Per hour:	07/01/2020
Journeyman	\$ 28.81

#### OVERTIME PAY

See (A, H) on OVERTIME PAGE

#### HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages - Per Hour:	07/01/2020
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1500 hour terms at the following wage rate:

1st term	\$ 19.12*
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2nd term	24.52*
3rd term	29.72*
4th term	39.75*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year	\$ 14.32
2nd year	17.78
3rd year	20.40
4th year	25.89

8-NYDCT9-DWT

## Painter - Bridge & Structural Steel

06/01/2021

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT** 8

### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

### WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

### SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

### OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10 + 3.15*	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.15 + 4.73*	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 40.20 + 6.30*	\$ 41.20 + 6.90*	\$ 42.40 + 7.71*
Supplemental Benefits - Per hour:			
1st year	\$ .25 + 11.86*	\$ .25 + 12.00*	\$ .25 + 12.24*
2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**06/01/2021**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

	07/01/2020	07/01/2021	07/01/2022
Painter (Striping-Highway):			
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 38.34

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 10.03

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03

8-1456-LS

**Painter - Metal Polisher**

**06/01/2021**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2020
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Journeyworker:

All classification	\$ 9.94
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**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2020
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 6.69
2nd year	6.69

3rd year 6.69

8-8A/28A-MP

**Plumber**

**06/01/2021**

**JOB DESCRIPTION** Plumber

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

Per hour:

07/01/2020

Plumber and  
Steamfitter

\$ 57.86

**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 37.56

**OVERTIME PAY**

See (B, E, E2, Q, V) on OVERTIME PAGE

OVERTIME:... See on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1)year terms at the following wages:

1st Term	\$ 21.44
2nd Term	24.62
3rd Term	28.42
4th Term	40.61
5th Term	43.58

**Supplemental Benefits per hour:**

1st term	\$ 15.59
2nd term	17.38
3rd term	20.69
4th term	27.20
5th term	28.82

8-21.1-ST

**Plumber - HVAC / Service**

**06/01/2021**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour:

07/01/2020

HVAC Service \$ 39.68  
+ \$ 4.32\*

\*Note: This portion of wage is not subject to overtime premium.

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2020

Journeyworker HVAC Service

\$ 25.14

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

HVAC SERVICE

(1)year terms at the following wages:

07/01/2020

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.05	\$ 21.33	\$ 26.66	\$ 32.76	\$ 35.46
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

\*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2020

1st term	\$ 19.03
2nd term	20.09
3rd term	21.30
4th term	22.90
5th term	24.07

8-21.1&2-SF/Re/AC

**Plumber - Jobbing & Alterations**

**06/01/2021**

**JOB DESCRIPTION** Plumber - Jobbing & Alterations

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2020

Journeyworker: \$ 44.91

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker

\$ 31.60

**OVERTIME PAY**

See (B, \*E, E2, Q, V) on OVERTIME PAGE

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wages:

1st year	\$ 19.52
2nd year	21.65
3rd year	23.42
4th year	32.92
5th year	34.76

Supplemental Benefits per hour:

1st year	\$ 10.21
2nd year	12.05
3rd year	15.88
4th year	21.42
5th year	23.29

8-21.3-J&A

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**Roofer****06/01/2021**

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**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per Hour: 07/01/2020

Roofer/Waterproofer \$ 44.25  
+ \$7.00\*

\* This portion is not subject to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 27.87

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

( 1 ) year term

1st	2nd	3rd	4th
\$ 15.49	\$ 22.13	\$ 26.55	\$ 33.19
	+ 3.00*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.57	\$ 14.10	\$ 16.85	\$ 20.98

9-8R

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**Sheetmetal Worker****06/01/2021**

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

07/01/2020  
SheetMetal Worker \$ 43.65  
+ 3.27\*

\*This portion is not subject to overtime premiums.

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**



Journeyworker \$ 42.55

### OVERTIME PAY

OVERTIME... See ( B, E, Q, ) on OVERTIME PAGE.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

### REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.16	\$ 18.18	\$ 20.21	\$ 22.23	\$ 24.24	\$ 26.27	\$ 28.77	\$ 31.27
+ 1.31*	+ 1.47*	+ 1.64*	+ 1.80*	+ 1.96*	+ 2.13*	+ 2.29*	+ 2.45*

\*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

#### Apprentices

1st term	\$ 18.31
2nd term	20.60
3rd term	22.88
4th term	25.19
5th term	27.47
6th term	29.75
7th term	31.56
8th term	33.39

8-38

## Sheetmetal Worker

06/01/2021

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 4

### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

### WAGES

Per Hour:	07/01/2020	8/01/2020
Sign Erector	\$ 50.79	\$ 52.29

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

### SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020	8/01/2020
Sign Erector	\$ 49.82	\$ 51.26

### OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

### SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.96	\$ 15.81	\$ 17.68	\$ 19.56	\$ 27.26	\$ 29.65	\$ 32.80	\$ 35.26	\$ 37.71	\$ 40.15

8/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

4-137-SE

**Sprinkler Fitter**

**06/01/2021**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per hour

07/01/2020

Sprinkler  
Fitter

\$ 45.52

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person

\$ 27.57

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following percentage of journey person's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 21.97	\$ 24.41	\$ 26.59	\$ 29.02	\$ 31.45	\$ 33.88	\$ 36.31	\$ 38.74	\$ 41.17	\$ 43.60

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95
									1-669.2

**Teamster - Building / Heavy&Highway**

**06/01/2021**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Atthey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Atthey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2020

GROUP A	\$ 42.47*
GROUP AA	45.27*
GROUP B	43.09*
GROUP BB	42.59*
GROUP C	45.22*

GROUP D	42.92*
GROUP E	43.47*
GROUP F	44.47*
GROUP G	43.22*
GROUP H	43.84*
GROUP HH	44.22*
GROUP I	43.97*
GROUP II	44.34*

\* To calculate premium wage, subtract \$ .20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.  
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### **SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyworker

First 40 hours	\$ 33.64
41st-45th hours	15.18
Over 45 hours	0.26

#### **OVERTIME PAY**

See (B, E, P, R) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day
- ( 27 )       Memorial Day
- ( 28 )       Easter Sunday



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**



**NYSDOL Bureau of Public Work Debarment List    05/24/2021**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022

**NYSDOL Bureau of Public Work Debarment List    05/24/2021**

**Article 8**

DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOMAS		35-12 19TH AVENUE	08/02/2017	08/02/2022

**NYSDOL Bureau of Public Work Debarment List    05/24/2021**

**Article 8**

DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2 REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DR MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023

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DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022

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DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST SYRACUSE NY 13204	03/28/2018	03/28/2023

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DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021

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DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESA		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024

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DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022



**NYSDOL Bureau of Public Work Debarment List    05/24/2021**

**Article 8**

DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

# **TECHNICAL SPECIFICATIONS**

**DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION**  
**Division of Engineering**

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## SECTION 011000- DESCRIPTION OF WORK

### PART 1 – GENERAL

#### 1.1 GENERAL PROJECT DESCRIPTION

- A. The scope of work of this project generally consists of the provision of all plant, labor, material and equipment to perform Building Renovations at Mount Vernon District Office and Mount Vernon District Office Annex Buildings, Mount Vernon, New York and all related work as depicted on the accompanying Contract Drawings and the Technical Specifications.
- B. Bids shall be received in accordance with the New York State Public Bidding Laws, this project will be executed under a SINGLE-PRIME CONTRACT as defined in the General Requirements.
- C. Existing conditions are shown on the drawings to the best knowledge of the Architect. The Architect, however, cannot guarantee the correctness of the existing conditions shown and assumes no responsibility therefore. It shall be the responsibility of the Contractor to visit the site and verify all existing conditions.

#### 1.2 REQUIREMENTS INCLUDED

- A. Construction time and phasing requirements.
- B. Proof of orders and delivery dates
- C. Intent of Documents
- D. Field Measurements
- E. Initial Submittal Requirements
- F. Design Responsibility
- G. Additional Requirements
- H. Mold and Dust Mitigation Requirements
- I. Waste Management

#### 1.3 ASBESTOS AND LEAD PAINT AWARENESS REQUIREMENTS

- A. Contractor agrees not to use or permit the use of any asbestos containing material in or on any property belonging to the Owner.
- B. For purposes of this requirement, asbestos free shall mean free from all forms of asbestos including -actinolite, amosite, anthrophyllite, chrysotile, cricidolite and tremolite both in friable and non-friable states and without regard to the purposes for which such material is used.

#### 1.4 CONSTRUCTION TIME AND PHASING REQUIREMENTS

- A. The Contractor is advised the "time is of the essence" of the Contract. It is understood that the work is to be carried through to completion with the utmost speed consistent with good workmanship. Safe and legal ingress and egress shall be maintained at all times to and through the occupied portions of the construction site.
- B. Storage areas shall be completely enclosed by a fence or barricade at all times so that no staff or the public can approach the area or the equipment. Coordinate with Section 01 15 00. The Contractor shall maintain fences and barricades at all appropriate areas and at all times and shall:
  - 1. Provide signs posted on fence 20 feet on center that read "Work Area- Keep Out"
  - 2. Maintain at all times, all exits and walkways from the Building.

Where the barricade is removed for work, the Contractor performing such work shall provide adequate safety personnel to prevent unauthorized persons from approaching the work area.

#### 1.5 PROOF OF ORDERS AND DELIVERY DATES - Coordinate w/Section 01 33 00 and 01 32 00

- A. Within 2 weeks after the approval of shop drawings, samples, product data and the like, the Contractor shall provide copies of purchase orders for all equipment and materials which are not available in local stock. The Contractor shall submit written statements from suppliers confirming the orders and stating promised delivery dates.
- B. This information shall be incorporated within the progress schedules so required as part of Section 01 32 00 and shall be monitored so as to insure compliance with promised dates.

#### 1.6 INTENT OF DOCUMENTS - Regardless of hierarchy listed in reference paragraph, in cases of conflict as to the type or quality of materials to be supplied, the Specifications shall govern.

#### 1.7 FIELD MEASURE

- A. Contractor shall take all necessary field measurements prior to fabrication and installation of work and shall assume complete responsibility for accuracy of same.

#### 1.8 INITIAL SUBMITTAL REQUIREMENT

- A. Contractor shall provide items noted including - bonds, insurance, emergency telephone numbers, progress scheduling, schedules of submittals, subcontractor listings, and the like prior to the start of any work.
- B. Schedule of Values
  - 1. Submit schedule on AIA Form G703

2. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement or as established in Notice to Proceed, whichever is earliest.

C. Payment Requisitions

1. Submit 1 copy of each application on AIA Form G702 and G703 AND 1 copy on County Voucher Format (format will be provided to GC).
2. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
3. Payment Period: Monthly.

## 1.9 SCHEDULES

A. General

1. The objective of this project is to complete the work in the shortest period of time and to protect the building and occupants from damages caused by construction activity during the progress of the work.
2. To meet these objectives, the Contractor shall plan the work, obtain materials, and equipment (not limited to hoists, scaffolding, lifts, etc.), and execute the construction on the most expeditious manner possible and in accordance with the requirements listed below.
3. If the Contractor fails to expedite and pursue any part of the work, the Owner may terminate the contract or may carry out the work as per applicable Article in the General Conditions.
4. The Contractor shall work in coordination with work of other Contractors and with activities with special attention to noise, dust, safety and other contract requirements for work in and around the occupied building.

B. Work Periods and Milestones

Submittals – Post Bid and Technical	Within seven (7) days of receipt of Notice to Proceed or Award
Construction Start	Within 15 days after receipt of Notice to Proceed (NTP)
Substantial Completion	140 days from NTP

## 1.10 ADDITIONAL WORK

- A. If it appears that some of the work cannot be completed by the scheduled date, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends or necessary, at no additional cost to the Owner. If the work is complete but the area is not cleaned and debris or equipment is not removed, the Owner shall have the right to prepare the area for occupancy with his own forces and deduct the costs from the Contract Amount.

- B. If the Contractor fails to staff the job adequately to meet the completion date, the Owner reserves the right to assume possession of the material and complete installation with the Owner's forces or other Contractors or to require the Contractor to work evenings and weekends.
- C. The Contractor is responsible for temporary protection of all work until acceptance.

#### 1.11 MOLD AND DUST MITIGATION REQUIREMENTS

- A. Should the buildings' HVAC systems be in operation during construction, Contractor shall install HEPA or other appropriate filters on air intake louvers to prevent dust and fume intake into the system and to prevent spreading dust to adjacent offices and/or public.
- B. Contractor shall install appropriate netting, tarps, polyethylene sheets or the like, as required to catch debris from demo operations and to prevent spreading dust.

#### 1.12 WASTE MANAGEMENT PROCEDURES AND DEFINITIONS

- A. Waste Management Coordination: Coordinate recycling of materials with Owner and as required to conform to the Construction Waste Management Plan defined in Section 01 74 19.
- B. Contractor shall conduct Construction Waste Management meetings. At a minimum, waste management goals and issues shall be discussed at the following meetings:
  - 1. Pre-bid meeting
  - 2. Pre-construction meeting
  - 3. Regular job-site meetings
  - 4. Job safety meetings
- C. Waste Management Definitions
  - 1. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like
  - 2. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations
  - 3. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity
  - 4. Non hazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity
  - 5. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure
  - 6. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others



7. Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse by others
8. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste
9. Return: To give back reusable items or unused products to vendors for credit
10. Reuse: To reuse a construction waste material in some manner on the Project site
11. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others
12. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water
13. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste
14. Toxic: Poisonous to humans either immediately or after a long period of exposure
15. Trash: Any product or material unable to be reused, returned, recycled, or salvaged
16. Volatile Organic Compounds (VOCs): Chemical compounds common in and emitted by many building products over time throughout gassing including -solvents in paints and other coatings; wood preservatives; strippers and household cleaners; adhesives in particleboard, fiberboard, and some plywoods; and foam insulation.
17. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material
18. Waste Management Plan: A Project-related plan for the collection, transportation, and disposal of the waste generated at the construction site. The purpose of the plan is to ultimately reduce the amount of material being landfilled.

END OF SECTION 011000

SECTION 011500 – SPECIAL PROJECT PROCEDURES  
(Supplement To Sections 01 31 13, 01 31 14 and the General Clauses)

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
  - 1. General project coordination procedures
  - 2. Conservation
  - 3. Salvage
  - 4. Coordination Drawings
  - 5. Administrative and supervisory personnel
  - 6. Cleaning and protection
  - 7. Safety program
  - 8. Safe and secure storage of construction materials
  - 9. Fencing and Gates
  - 10. Debris removal
  - 11. Exiting
  - 12. Fire and hazard prevention
  - 13. No smoking
  - 14. Fire extinguishers
  - 15. Smoke detectors
  - 16. Noise abatement procedures
  - 17. MSDS Log

1.2 RELATED SECTIONS: The following Sections contain requirements that relate to this Section:

- A. Section 01 71 23, Field Engineering specifies procedures for field engineering services, including establishment of benchmarks and control points.
- B. Section 01 33 00, Submittals for preparing and submitting the Contractor's Construction Schedule.
- C. Section 01 61 00, Materials and Equipment for coordinating general installation.
- D. Section 01 77 00, Project Closeout for coordinating contract closeout.

1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection,

- and operation.
1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation
  2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair
  3. Make provisions to accommodate items scheduled for later installation
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules
  2. Installation and removal of temporary facilities
  3. Delivery and processing of submittals
  4. Progress meetings
  5. Project closeout activities
- D. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose
- 1.4 CONSERVATION: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials
- 1.5 SALVAGE materials and equipment involved in performance of, but not actually incorporated in, the Work.
- 1.6 SUBMITTALS – Coordinate with Sections 01 31 13, 01 31 14 and 01 33 00 *as applicable and contained within these specifications.*
- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Show the relationship of components shown on separate Shop Drawings
  2. Indicate required installation sequences
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.

Post copies of the list in the Project meeting room, the temporary field office, and each temporary

telephone.

1.7 CLEANING AND PROTECTION – Coordinate with Project Scope

- A. Contractor is to clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading
  - 2. Excessive internal or external pressures
  - 3. Excessively high or low temperatures
  - 4. Thermal shock
  - 5. Excessively high or low humidity
  - 6. Air contamination or pollution- not limited to dust created by construction operations
  - 7. Water or ice
  - 8. Solvents
  - 9. Chemicals
  - 10. Light
  - 11. Radiation
  - 12. Puncture
  - 13. Abrasion
  - 14. Heavy traffic
  - 15. Soiling, staining, and corrosion
  - 16. Bacteria
  - 17. Rodent and insect infestation
  - 18. Combustion
  - 19. Electrical current
  - 20. High-speed operation
  - 21. Improper lubrication
  - 22. Unusual wear or other misuse
  - 23. Contact between incompatible materials
  - 24. Destructive testing
  - 25. Misalignment
  - 26. Excessive weathering
  - 27. Unprotected storage
  - 28. Improper shipping or handling
  - 29. Theft
  - 30. Vandalism

1.8 SAFETY PROGRAMS

- A. Contractor shall to provide to the Architect and Owner's Representative copies of safety program for the project for review and comment; no review or comment made thereon shall place either the Architect or Owner's Representative in a position of liability since said review/comment on program does and shall not extend to direct control over or charge of the acts or admissions of contractors, subcontractors, agents or employees of the contractors or subcontractors or any other persons performing portions of the work.

1.9 SAFE AND SECURE STORAGE OF CONSTRUCTION MATERIALS – Coordinate with Sections 01 50 00 and 01 61 00 each as included with these documents

- A. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work.

1.10 FENCING – PROJECT; MATERIAL STORAGE AREAS; CONTAINER/REFUSE AREAS – Coordinate with Section 01 50 00

- A. Barrier fencing constructed as outlined in Section 01 50 00 shall be provided surrounding all work areas, material storage locations and around dumpsters when involved with demolition/removal operations
- B. Fencing shall be maintained in good sound condition throughout the entire course of construction by the General Contractor and removed only when directed by the Architect.

1.11 GATES

- A. Gates in construction fencing shall be of construction outlined in Section 01 50 00 and shall be under either the General Contractors' supervision throughout the work day and shall be secured in a locked condition at the close of any single business day and on all non workdays. Gates shall be manned at all times work is in progress

1.12 DEBRIS REMOVAL - Coordinate with Sections 01 50 00, 01 74 19 and 01 77 00

- A. Large amounts of debris must be removed by use of enclosed chutes or similar systems. There shall be no movement of debris through corridors of occupied spaces of the building. No materials shall be dropped or thrown outside the walls of the building.
- B. Buildings occupied during any construction period shall maintain required health and safety capabilities at all times that said building is occupied.

1.13 EXITING

- A. At all times, the Contractor or his designee is responsible for maintenance of safety and egress

requirements from work areas.

NOTE: All legal forms of egress must be maintained at all times

- 1.14 FIRE AND HAZARD PREVENTION – See Section 01 50 00 for requirements for firewatchers, storage and maintenance of welding gasses and temporary heating and the like.
- 1.15 NO SMOKING – No smoking is permitted on the grounds or within the construction area of any project.
- 1.16 FIRE EXTINGUISHERS – Fire extinguishers shall be provided within the work area and shall be monitored on a scheduled maintenance basis and so tagged to indicate same.
- 1.17 NOISE ABATEMENT PROCEDURES
- A. Develop and maintain a noise abatement program and enforce strict discipline over all personnel to keep noise to a minimum. Equipment and work shall not produce noise in excess of 60db in occupied areas or shall be scheduled for off hours or acoustical abatement procedures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise.
- Noisy or disruptive work includes, but is not limited to, the use of any power driven tool, power saw, pneumatic hammer, hammer drill or power sander/grinder; operation of engine driven generators, air compressors or lift engines; and any other similar activity which, because of the noise generated, might disturb the surrounding neighborhood, residents and Owner's activities.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
- C. Equip air compressors with silencers, and power equipment with mufflers.
- 1.18 MANUFACTURER'S MATERIAL SAFETY DATA SHEET LOG – Coordinate with Section 01 33 00
- A. Contractor shall maintain "MSDS" file on site, accessible to workers and otherwise in compliance with jurisdiction's "Right To Know" legislation.
- 1.19 DUST/ODOR CONTROL
- A. Contractor shall perform any work that produces dust or odor away from air intake louvers/vents and away from adjacent offices and the general public.

END OF SECTION 011500

SECTION 012500 – PRODUCT OPTIONS AND SUBSTITUTIONS  
(Coordinate with Article 29 of the General Clauses)

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 REQUIREMENTS INCLUDED

- A. Approved Equal Clause
- B. Options
- C. Contractor's Representation
- D. Reimbursements

1.3 APPROVED EQUAL CLAUSE

- A. Throughout the Specifications, types of material may be specified by manufacturer's name and catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition.

Inclusion by name, of more than one manufacturer or fabricator, does NOT necessarily imply acceptability of standard products of those named. All manufacturers, named or proposed, shall conform, with modification as necessary, to criteria established by Contract Documents for performance, efficiency, materials and special accessories.

- B. Contractor may assume the phrase "or approved equal" except that the burden is upon the Contractor to prove such equality and to satisfy Architect that proposed substitute is equal to, or superior to, the item specified.

However, in the event three (3) or more manufacturers are nominated within the technical specifications for a particular item, it shall be assumed that they have been predetermined as equal to each other and that the Contractor must furnish and install materials, equipment or apparatus of one of these so named. CONSERVATION: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBSTITUTION REQUESTS

- A. If the Contractor elects to prove such equality, he must request the Architect's and the Owner's approval in writing for substitution of such items for the specified items, stating the differences

involved with and submitting supporting data and samples, if required, to permit a fair evaluation of the proposed substitution with respect to:

1. Performance
2. Capacity
3. Delivery times and effect on schedules, if any
4. Changes in space requirements or effect on other elements of work (if applicable)
5. Efficiency
6. Safety
7. Function
8. Appearance
9. Quality and durability
10. Any required license fees or royalties
11. Availability of maintenance service, and source of replacement materials
12. Warranty terms and conditions
13. Cost data comparing the proposed substitution with the product specified

The contractor shall submit a separate request for each product, supported with complete data, with drawings and samples as are appropriate to substantiate the above.

- B. The Architect will review requests for substitutions with reasonable promptness, and notify the Contractor, in writing, of the decision to accept or reject the requested substitution.

## 1.5 OPTIONS

- A. Where Technical Specifications permit Contractor to select optional materials, items, systems, or equipment, the selection of such options is subject to the following conditions.
1. Once an option has been selected and approved, it shall be used for the entire contract.
  2. The Contractor shall coordinate his selection with the drawings and specifications and make all necessary adjustments without additional cost to the Owner.

## 1.6 CONTRACTOR'S REPRESENTATION

- A. A request for a substitution constitutes a representation that the Contractor:
1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
  2. Will provide the same warranties or bonds for the substitution as for the product specified.
  3. Will coordinate the installation of an accepted substitution in the work, and make such other changes in the work as maybe required for installation to make the work complete in all respects.
  4. Will waive all claims for additional costs, under its responsibility, which may subsequently become apparent.
  5. Will have coordinated installation with all affected trade contractors, specialty contractors and the like and will be responsible for any and all costs which may arise as a result of this substitution.
  6. Changes in work of other trades, such as structural supports, which are required as a result of substitution and the associated costs for such changes shall be the complete responsibility of Contractor proposing substitution (there shall be NO additional expense to the Owner).



Building Renovations  
Mount Vernon District Office & Mount Vernon District Office Annex  
Mount Vernon, NY  
Contract No. 18-508

05/28/2021

100% Bid Documents

END OF SECTION 012500

**SUBSTITUTION REQUEST FORM**

To: \_\_\_\_\_ Project: \_\_\_\_\_

**THE UNDERSIGNED REQUESTS CONSIDERATION OF THE FOLLOWING SUBSTITUTION:**

Attached data shall include, in a tabular format to provide a line by line comparison -product description, specifications, drawings, photographs, performance and laboratory tests and the like with applicable portions of said data clearly identified.

**FURTHER, The Proposed Substitution WILL (OR WILL NOT) Affect:**

Dimensions indicated on the drawings? \_\_\_\_\_

Wiring, piping, ductwork, or other building services indicated on the drawings? \_\_\_\_\_

Other trades and abutting or interconnection work? \_\_\_\_\_

Manufacturer's guarantees and warranties? \_\_\_\_\_

The construction schedule? \_\_\_\_\_

Maintenance and service parts locally available? \_\_\_\_\_

**(NOTE – If substitution WILL affect any item above, explain in detail.)**

**In addition to the above, the undersigned agrees to pay for**

1. Any and all changes to the building design, including structural, civil, or electro/mechanical systems engineering (if any), detailing; and
2. Any and all additional construction costs caused by the requested substitution.

**The undersigned further states that the function, appearance, and quality of the Proposed Substitution are equivalent or superior to the Specified Item.**

Section	Page	Paragraph	Specified Item
<b>SUBMITTED:</b>		<b>DESIGN PROFESSIONAL'S COMMENTS:</b>	
By:		<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted
Firm:		<input type="checkbox"/> Not Accepted	<input type="checkbox"/> Received Too Late
Address:			By:
Date:			Date:

## SECTION 013113 – PROJECT COORDINATION

### 1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

### 1.2 REQUIREMENTS INCLUDED

- A. Coordination of Work
- B. Trade Contractor Obligations

### 1.3 COORDINATION OF WORK

- A. As required by the General Conditions, and restated herein, each Trade and/or Specialty Contractor or Subcontractor shall compare the architectural, structural, civil/site, mechanical, plumbing, and electrical Drawings and Specifications with those for all other trades and shall report any discrepancies between them to the Architect, through the General Contractor, and obtain from him written instructions for changes necessary to the work.

All work shall be installed in cooperation with other trades installing interrelated work.

Before installation, each Trade Contractor shall make proper provisions to avoid interference in a manner approved by the Architect.

All changes required in the work caused by neglect to so advise the Architect shall be made by the offending Contractor at his own expense.

- B. Each Trade Contractor shall be responsible for exact location of anchor bolts, sleeves, inserts, supports, chases, conduits and openings that may be required for the work.

Attention is directed to Section 01 31 14. Each Trade Contractor shall prepare layout drawings for incorporation of items to be built-in the work, pass through the work and the like in sufficient time so as not to cause any undue delay in the execution of the work.

Built-in items shall be furnished under the same Section of the Specifications as the respective items to be supported, and they shall be installed, except as otherwise specified, by the trade furnishing and installing the material in which they are to be located.

Chases, conduits and openings shall be laid out in advance to permit provision in work.

Sleeves and inserts shall not be used in any portion of the building, where their use would impair strength or construction features of the building.

Extra work required where anchor bolts, supports, sleeves, chase openings, conduits or inserts have been omitted or improperly placed shall be performed at expense of trade which made error or omission.

- C. Slots, chases, openings and recesses through roof as specified will be provided for the various trades in their respective materials under general construction work, but the trade requiring them shall see that they are properly located and shall do any cutting and patching caused by the neglect to do so.
- D. Locations of pipes, ducts, electrical raceways, switches, panels, equipment, fixtures, etc. shall be adjusted to accommodate the worktop interferences anticipated and encountered.

Each Trade Contractor shall determine, and submit for approval, the exact route and location of each pipe, duct and electrical raceway prior to fabrication.

Approval by the Architect is required prior to any such modifications.

- E. The General Contractor shall provide temporary weather tight and protected openings in structure to facilitate placement of equipment.

#### 1.4 TRADE CONTRACTOR OBLIGATIONS

- A. The Trade Contractors are required to supply all necessary supervision and coordination information to any other trades who are supplying work to accommodate the electrical and mechanical installations.
- B. Where a trade is required to install items which it does not purchase, it shall include for such items:
  - 1. The coordination of their delivery
  - 2. Their unloading from delivery trucks driven in to any designated point on the property line at grade level
  - 3. Their safe handling and field storage up to the time of permanent placement in the project
  - 4. The correction of any damage, defacement or corrosion to which they may have been subjected
  - 5. Their field assembly and internal connection as may be necessary for their proper operation
  - 6. Their mounting in place including the purchases and installation of all dunnage supporting members and fastenings necessary to adapt them to architectural and structural conditions unless support members are shown on structural or architectural drawings
  - 7. Their connection to building systems including the purchase and installation of all terminating fittings necessary to adapt and connect them to the building systems
- C. Items which are to be installed but not purchased as part of the work of a particular trade shall be carefully examined by this trade upon delivery to the project.

Claims that any of these have been received in such condition that their installation will require procedures beyond the reasonable scope of the work of the installing trade will be considered only if presented in writing within one week of the date of delivery of the project of the items in question.

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The work of the installing trade shall include all procedures, regardless of how extensive, necessary to put into satisfactory operation, all items for which no claims have been submitted as outlined above.

END OF SECTION 013113

## SECTION 013114 – COORDINATION DRAWINGS AND PROCEDURES

### 1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Coordination of the work shall be performed as outlined below.

### 1.2 REQUIREMENTS INCLUDED

- A. Scheduling (Coordinate with Section 01 32 00)
- B. Coordination Drawings and Procedures - General Construction Work
- C. Coordination Drawings and Procedures - Mechanical/Plumbing/Electrical Work
- D. Meetings

### 1.3 SCHEDULING

- A. Development of coordination drawings shall begin immediately.
- B. Progress of coordination drawings must be reported at every project meeting until accepted.

### 1.4 COORDINATION DRAWINGS AND PROCEDURES - GENERAL CONSTRUCTION WORK

- A. The Contractor shall provide fully integrated building, structural, mechanical/plumbing/electrical coordination drawings and field installation layouts for such work as directed by the Architect and/or required by job requirements so as to resolve tight field conditions except as modified in Paragraph 1.5 below.
- B. These composite shop drawings and field installation layouts shall be coordinated in the field among the Contractors to verify the proper relationship to the work of other trades based on field conditions, and shall be checked for accuracy and approved by the Contractors before submission to the Architect for his review and concurrence and shall become the basis for more specific shop drawing submittals as required by the technical specifications.

### 1.5 COORDINATION DRAWINGS AND PROCEDURES - MECHANICAL/ELECTRICAL WORK

- A. Mechanical/electrical work shall be coordinated as indicated by the following procedure.

- B. The HVAC Contractor and/or the Sheet Metal Subcontractor shall prepare a complete draft set of drawings on “bond” to act as background drawings at scale not less than 3/8 inch equals 1 foot, showing structure and other information as needed for coordination. He shall show sheet metal layout thereon. Upon acceptance of these “bond” drawings, the HVAC Contractor shall plot, or have plotted, a final coordination set on Vellum and these will be the Coordination Drawings.
- C. ALL FIREWALLS AND SMOKE PARTITIONS MUST BE HIGHLIGHTED ON THE SHEET METAL DRAWINGS FOR APPROPRIATE COORDINATION
- D. The main paths of egress and for equipment removal, from mechanical and electrical rooms must be clearly shown on the coordination drawings.
- E. Each of the below specialty trades shall add its work to these background drawings with appropriate elevations and grid dimensions using a color coding system to be developed between trades.
- F. Specialty trade information is required for fan rooms and mechanical rooms, horizontal exits from duct shafts, crossovers, and for spaces in and above ceilings where congestion of work may occur such as corridors, and even entire floors.
- G. Drawings shall indicate horizontal and vertical dimensions, to avoid interference with structural framing, ceilings, partitions, and other services.
  - 1. Specialty Trades
    - Sheet Metal Subcontractor
    - Fire Protection Subcontractor
    - HVAC Piping and Associated Control Systems
    - Plumbing System
    - Electrical
    - General Contractor
- H. Each specialty trade shall sign and date each mylar coordination drawing. Return drawings to the Sheet Metal Subcontractor, who shall route them sequentially to all specialty trades.
- I. Where conflicts occur with placement of materials of various trades, the Sheet Metal Subcontractor will be responsible to coordinate the available space to accommodate all trades. Any resulting adjustments shall be initialed and dated by the specialty trade. The Sheet Metal Subcontractor shall then final date and sign each drawing. If he cannot resolve conflicts, the decision of the General Contractor shall be final.
- J. A Subcontractor who fails to promptly review and incorporate his work on the drawings shall assume full responsibility of any installation conflicts affecting his work and of any schedule ramifications.
- K. Sheet Metal Subcontractor shall make copies of all coordination drawings. Fabrication shall not start until such transparencies of completed coordination drawings are received by the Architect/Engineer and have been reviewed.
- L. Review of coordination drawings shall not diminish responsibility under this Contract for final coordination of installation and maintenance clearances of all systems and equipment with

Architectural, Structural, Mechanical, Electrical and other work.

M. After Architect/Engineer Review:

1. After review of coordination drawings, the method used to resolve interferences not previously identified shall be as in 1.6 "MEETINGS" below
2. All changes to reviewed coordination drawings shall be approved in writing by the Architect/Engineer prior to start of work in affected area

N. Distribution of Coordination Drawings:

1. The Sheet Metal Subcontractor shall provide the following distribution of document
  - One vellum of each Coordination Drawing to each specialty trade and affected Contractor for their use
  - One vellum of each Coordination Drawing to Owner
  - One vellum of each coordination drawing to General Trades Contractor
  - One vellum of each coordination drawing to the Construction Manager

O. Coordination Drawings include but are not necessarily limited to:

1. Structure
2. Partition/room layout
3. Ceiling tile and grid
4. Light fixtures
5. Access panels
6. Sheet metal, coils, boxes, grilles, diffusers, etc.
7. HVAC piping and valves
8. Smoke and fire dampers
9. Soil, waste and vent piping
10. Water piping
11. Roof drain piping
12. Major electrical conduit runs, panel boards, feeder conduit and racks of branch conduit
13. Above ceiling miscellaneous metal
14. Fire Protection Systems
15. Heat tracing of piping
16. Equipment support, anchors, guides and seismic restraints

P. The color coded transparencies shall be kept at the Owner's Representative's field office for future reference in the event of conflict between the trades.

Q. All coordination drawings shall be delivered to the Architect at the end of the project as part of the record drawing requirements set forth in Article 53 of the General Clauses.

1.6 MEETINGS – Coordinate with Article 39 of the General Clauses

A. Coordination meetings to resolve interferences in the work will be held at the project site under the direction of the Architect and Owner's Representative.

Representatives of each Contractor shall be present at each meeting.



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Each Contractor shall provide the necessary manpower and/or overtime to insure that the coordination process described herein does not delay the Project Schedule.

END OF SECTION 013114

SECTION 013200 – SCHEDULING AND PROGRESS  
(Coordinate with Article 45 of the General Clauses)

1.1 DESCRIPTION

- A. The Contractor shall develop a full schedule, in sufficient detail and clarity of form and technique so that the contractor can plan and control his work properly and the Architect and Owner can readily monitor and follow the progress for all portions of the work. The Contractor shall complete the detailed schedule within 15 days after contract award.
- B. The schedule shall comply with the various limits imposed by the scope of work any by any contractually intermediate milestone dates and completion dates included in the contract.
- C. The activities identified in the schedule shall be analyzed in detail to determine activity time durations in units of whole working days. All duration's shall be the result of definitive manpower and resource planning by the Contractor.
- D. The activity data shall include activity codes to facilitate selection, sorting and preparation of summary reports and graphics. Activity codes shall be developed for:
  - 1. Area: Subdivision of the building and site into logical modules or blocks and levels
  - 2. Responsibility: contractor or subcontractor responsible for the work
  - 3. Specifications: CSI Master Format 2004
  - 4. System: Division of the work into building systems for summary purposes
  - 5. Milestone: Work associated with completion of interim completion dates or milestones
  - 6. Pay Item: Work identified with a pay item on the Schedule of Values

1.2 REPORTS

- A. For initial submittal and each update the contractor shall prepare the following standard report.
  - 1. Tabular Schedule Report sorted by Activity code and Early Start

1.3 GRAPHICS

- A. For initial submittal the contractor shall prepare the following graphics:
  - 1. Pure logic diagram (Precedence Format) of entire data, not time scaled, grouped by Activity code
  - 2. Detailed bar chart sorted by Activity Code with Early Start and Early Finish
  - 3. Summary bar chart summarizing by Activity Code with Early Start and Early Finish
- B. For each update the contractor shall prepare the following graphic:
  - 1. Bar Chart showing work activities with Early Start in the next 40 work days sorted by Activity Code and Early Start
  - 2. Summary Bar Chart summarizing by Activity Code showing progress with Early Start and Early Finish

- C. For each Change Order involving adjustment in the contract time for performance the contractor shall prepare a pure logic diagram showing the changed work with all predecessor and successor activities.

#### 1.4 SUBMITTALS

- A. In no case shall first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values.
- B. Monthly updates, required schedules and graphics shall be submitted to the Architect and Owner within five working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted in five copies.
- C. If any of the required submissions are returned to the Contractor for corrections or revisions, they shall be resubmitted within ten (10) calendar days after the return mailing date. Resubmittals shall be in the same quantities as noted above. Review and response by the Architect will be given within ten (10) calendar days after resubmission.

#### 1.5 PAYMENT WITHELD

- A. If the Contractor fails to submit the required material as indicated in this section within the time prescribed or revision thereof within the requested time, the Architect may withhold approval of Progress Payment Estimates until such time as the Contractor submits the required information.

#### 1.6 UPDATES

- A. Updates of the Schedule shall be made at the end of each month reflecting actual or reasonably anticipated progress as of the last working day of the month. Monthly updates of the Detailed Schedule will be made each month until all work is substantially complete.
- B. The Contractor will meet with the Architect and Owner at the end of the updated period to review information in draft form before preparation of the required schedules and graphics. The Contractor will present data, prepared in advance, for review and approval of the Architect and Owner including:
  - 1. Actual Start Dates
  - 2. Actual Completion Dates
  - 3. Activity percent complete and/or Remaining Duration
  - 4. Revised logic, changes in activity duration's or resource assignments
  - 5. Narrative report discussing progress through the update period; changes, delays or other circumstances affecting progress; status of the project with respect to completion schedule; and any efforts by the Contractor to improve progress
- C. The update meeting will establish the values to be submitted for payment and will be directly related to the schedule of values in the application for payment.

- D. The Contractor shall prepare a report of the meeting and make all changes, additions or corrections to the data resulting from the review. The contractor shall promptly prepare the monthly submittal following the update meeting.

#### 1.7 CHANGES, DELAYS AND EXTENSIONS OF TIME

- A. When changes or delays are experienced, the Contractor shall submit to the Architect and Owner a Time Impact Analysis illustrating the influence of each change or delay on the current Contract scheduled completion date. Each time analysis shall include a network analysis demonstrating how the Contractor proposed to incorporate the change or delay into the Detailed Schedule. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor, the status of construction at that point in time, and the activity duration of all effected activities. The activity duration used in this analysis shall be those included in the latest update of the Detailed Schedule, closest to the time of delay or as adjusted by mutual agreement.
- B. Each Time Impact Analysis shall be submitted within ten (10) calendar days after a delay occurs or a notice of change order is given to the Contractor. In cases where the Contractor does not submit a Time Impact Analysis for a specific change or delay with a specified period of time, it shall be mutually agreed that no time extension is required. Final evaluation of each Time Impact Analysis by the Architect and Owner shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary. Adjustments in the Contract time for performance shall be made only by written change order approved by the Owner. Upon approval of the Owner, Network diagrams illustrating the influence of changes and delays shall be incorporated into the Detailed Schedule by the contractor during the first update after agreement is reached.

END OF SECTION 013200

## SECTION 013300 – SUBMITTAL REQUIREMENTS

### 1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Submittals shall be made in groupings where installations are complimentary, i.e. porcelain tile, grout, metal studs, gypsum board; etc. Failure to comply with this requirement will be cause for rejection of any or all submittals.
- C. For purposes of LEED certification of this project, if sought by the Owner, the Contractor shall, as part of the submittal package. Submit the following documentation of:
  - 1. Recycled content from manufacturer for products with specified recycled content.
  - 2. Manufacturing locations and origins of materials for products either “manufactured” and/or “manufactured and sourced” within 500 miles of the project site.

### 1.2 REQUIREMENTS INCLUDED

- A. Approved Equal Clause/Substitutions/Options
- B. Certification
- C. Manufacturer's Instructions
- D. Shop Drawings
- E. Samples
- F. Material Safety Data Sheet (MSDS) Submittals
- G. Scheduling of Submittals
- H. Job Progress Schedule – See Section 01 32 00
- I. Coordination Drawings – See Section 01 31 14
- J. Progress Photographs
- K. Certificates
- L. Construction Waste Management Procedures and Certifications – See Section 01 74 19
- M. V.O.C. Compliance certification – See individual technical sections.

1.3 APPROVED EQUAL CLAUSE/SUBSTITUTIONS/OPTIONS -Section 01 25 00

1.4 CERTIFICATION

- A. Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of this work for which specific performance requirements and/or manufacturers' specifications are listed.

It shall be the responsibility of the Contractor to secure two (2) copies of each certification when required and transmit same to the Architect.

- B. Sample Certification Form (2 pages) is attached as an exhibit at the close of this Section. Each item requiring certification shall be so noted and affidavits shall be filed singly to cover each specified material, installation, application and the like.

Certifications shall be submitted as part of the close out document requirements set forth in section 01 77 00.

1.5 MANUFACTURERS' INSTRUCTIONS

- A. Where in these specifications an item is called for to be installed in accordance with the manufacturer's directions, specifications or recommendations, the Contractor shall furnish the Architect with two (2) printed copies of said directions, specifications or recommendations, before the item is installed.

1.6 SHOP DRAWINGS

- A. The following serves as a further definition of the requirements for shop drawing submittals as covered in Article 44 of the General Clauses:
1. The Contractor shall submit to the Architect with such promptness as to cause no delay in the work, layout, detail, schedule, setting, product data and shop drawings for each part of the work as specified or required.
  2. Before submitting any data for approval, the contractor shall check the submittals of all subcontractors for accuracy and contract compliance.

Contractor shall see that all work contiguous with and having bearing on work indicated on drawings is accurately and distinctly illustrated and that work shown is in conformity with contract requirements.

3. Shop drawings shall be numbered consecutively and shall represent:
  - a. All working and erection dimensions.
  - b. Arrangement and sectional views.
  - c. Necessary details, including information for making connections to other work.
  - d. Kinds of materials and finishes. Colors, where applicable.
4. Shop drawings shall be dated, and shall generally contain:
  - a. Name and Number of project.

- b. Name, address and telephone number of submitting Contractor.
  - c. Description of required equipment, materials, and classification item numbers.
  - d. Locations at which materials or equipment are to be installed in the Work.
  - e. Identification of drawings, schedules, notes and/or details and specification sections and related paragraphs to which they apply.
  - f. Equipment or fixture identification corresponding to that used in Contract Documents.
  - g. Accessories and special or non-standard features and materials which are being furnished.
  - h. Properly marked with external connection identification as related to the project where they consist of standard factory assembly or field installation drawings.
5. In addition to the general data required above, applicable mechanical and electrical submissions shall contain:
- a. Manufacturer's specifications including materials of construction, metal gauge, thickness and finish.
  - b. Certified dimensional drawings including clearances required for maintenance or access (coordinate with Section 01 31 14).
  - c. Performance data, ratings, operating characteristics, and operating limits.
  - d. Electrical ratings and characteristics.
  - e. Wiring and control diagrams, where applicable.
  - f. Certifications requested, including UL label or listing.
  - g. List of accessories which are required but are NOT being provided by the product manufacturer or are NOT being furnished under this Section. Identify the Section(s) under which the accessories are being furnished.
6. Submission of data for approval shall be accompanied by letter of transmittal, in duplicate, containing the name of the project, Contractor's name, number of drawings, titles and other pertinent data.
7. Procedure for Submitting Shop Drawings and Product Data:

The contractor shall submit five (5) copies of data, for standard manufactured items, in the form of manufacturer's catalog sheets, showing illustrated cuts of the items to be furnished, scaled details, sizes, dimensions, performance characteristics, operating clearances, capacities, wiring diagrams and all other pertinent information.

NOTE - all such data shall have "review" stamp applied to each submittal prior to submittal.

Two copies of reviewed submissions will be returned to the contractor.

The average "turn around time" of any one in-house submittal by the Architect shall not exceed 15 business days for review and at least 20 business days when another consultant is involved.

- a. For drawings returned "Resubmit", "Amend & Resubmit", "disapproved", or "Rejected-Resubmit", the original drawings shall be corrected and resubmitted, without any additional charges to the Owner, until final approval.
- b. For drawings returned "Approved", "No Exceptions Taken", "approved as Noted", and "Make Corrections Noted", the contractor shall obtain and provide sufficient prints as required for the field.

NOTE: It is the responsibility of the contractor to confirm all dimensions, quantities, and the coordination of materials, systems and products supplied by him with other trades. Approval of shop drawings containing errors does not relieve the contractor from making corrections at his expense.

8. No work as called for by shop drawings shall be done until Architect's approval.
9. If submittals show variations from contract requirements because of standard shop practices, or other reasons, contractor shall make specific mention of such variation in his letter of transmittal.
10. Approval of shop drawings is general. It shall not relieve contractor of the responsibility for accuracy of such drawings, nor for the furnishing of materials or provision of work required by the contract and not shown on the shop drawings.

Unless it is an interpretation of design intent, approval of shop drawings shall not be construed as approval of departures from Contract.

11. If the Contractor should alter any information on previous submittals, besides the notations called for by the Architect, he must circle this new information to bring it to the Architect's attention.
12. In submitting data for approval, all associated drawings, product data and the like, relating to a complete assembly shall be submitted at one and the same time so that each may be checked in relation to the entire proposed assembly.

PARTIAL SUBMISSIONS WILL BE RETURNED WITHOUT ACTION TAKEN.

13. Contractor shall have copies of all approved shop drawings as listed in Paragraph 1.6.A.6 above on the job at all time and shall make them available to the Architect or the Owner's representatives.

## 1.7 SAMPLES

- A. The following serves as a further definition of the requirements for sample submittals as covered in Article 44 of the General Clauses:
  1. Names of proposed manufacturers, materials men and dealers who are to furnish materials, fixtures, appliances or other fittings shall, where practical, be submitted to the Architect for early approval to afford proper investigation and check.
  2. No manufacturer will be approved for any materials to be furnished under this contract unless he shall be of good reputation and shall have plant of ample capacity and shall have successfully produced similar products.
  3. All transactions with manufacturers and subcontractors shall be through the Contractor.
  4. Unless otherwise specified, samples shall be in duplicate (2) and of adequate size to show quality, type, color, range, finish, texture, etc.

INTERRELATED COLOR SELECTIONS WILL NOT BE MADE UNTIL ALL PERTINENT SAMPLES ARE MADE AVAILABLE TO ARCHITECT.

Deliver one (1) sample to field office and one (1) sample to Architect's office unless



otherwise directed.

5. Each sample shall be labeled, bearing material and quality names, submitting Contractor's name, and project name, and other pertinent data.

In accordance with OSHA regulation Number 1910.1200, a Manufacturers Material Safety Data Sheet (MSDS) shall be submitted for each product to be incorporated in the work.

Failure to observe these submittal requirements will be cause for rejection of the entire submittal.

The safe handling of products by the applicator according to MSDS warnings is a safety issue, like any other, entirely within the purview of the General Contractor.

6. Where Specifications require manufacturer's printed installation directions, such directions and diagrams shall accompany samples. Coordinate with Paragraph 1.05 herein.
7. A duplicate letter of transmittal from the submitting Contractor requesting approval of the sample shall accompany the samples.
8. Transportation charges to designated locations must be prepaid on all samples.
9. Materials shall not be ordered until approval is received in writing from the Architect. All materials shall be furnished equal in all respects to the samples which were approved.

#### 1.8 MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTALS

- A. As specified in Paragraph 1.7 of this Section and within the technical sections forming this Specification, the Contractor is directed to the following requirements concerning "MSDS" submittals:
  1. Submit MSDS's for all products used during construction whether incorporated within the work or used in the performance of the work.
  2. Identify which products may be harmful to construction workers or other building occupants.
  3. Develop means and methods for protection of construction workers and other building occupants from potentially harmful products. Submit said means and methods to the Owner for review and approval.
- B. Further, the General Contractor with assistance from each individual contractor shall maintain a "MSDS" file on site, accessible to workers and otherwise in compliance with jurisdiction's "Right To Know" legislation.
- C. Attention is directed Section 01 77 00, Article 1.4.A.12 for final closeout submittal of MSDS compilation to the Owner.

#### 1.9 SCHEDULING OF SUBMITTALS

- A. Within two (2) weeks after execution of the Contract, the Contractor shall submit a detailed listing of all items to be incorporated within the work, including all items of mechanical and electrical, as applicable.

Listing should state the following:

1. Date of shop drawing/sample submittals.
2. Guaranteed delivery date after shop drawing and/or sample approvals.
3. Date of installation start.
4. Date of installation completion.

#### 1.10 PROGRESS PHOTOS

- A. This Article includes requirements for periodic construction photography by the General Contractor, utilizing digital camera equipment, to demonstrate construction progress and to serve as a communicative device when describing a given condition to others at a remote location, by means of the internet.
- B. Photography shall be taken using a digital camera and electronic program which will download the digital photos in a JPEG format to a computer with resolution adequate to demonstrate the item under discussion.
- C. One set of record prints will be required and filed with the monthly requisition. The JPEG files shall be transmitted to the appropriate parties who shall then have the option to view the picture(s) on screen or print them out using their own equipment.
- D. It is the intention of this Section to provide a tool to enhance communications and reduce the amount of time required to address questions arising at the Project site. In this end, the Contractor shall utilize good judgment in providing photographs that are informative, and not merely repeating what is shown in the other photographs.
- E. Provide factual representation of construction extent and conditions. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion, utilizing a normal lens.
- F. Before starting work, the Contractor shall take photographs of the site from different points of view sufficient in number to show all present conditions.
- G. The minimum requirements, per requisition period are six (6) photographs of each of the Building units, and three (3) photographs of the Site Work, from different points of view designated by the Architect.

#### 1.11 CERTIFICATES

- A. Submit a Summary of Solid Wastes Generated, manifests, weight tickets, and the like in accordance with requirements of Section 017419 -Construction Waste Management.
- B. Submit, as required by each technical section a certification for V.O.C. compliance.

END OF SECTION 013300

## SECTION 013513 – SPECIAL REQUIREMENTS

### 1.1 GENERAL

- A. Attention is directed to the Information For Bidders and the General Clauses and all Sections within Division 1 - General Requirements which are hereby made a part of this Section of the Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

### 1.2 DESCRIPTION OF REQUIREMENTS

- A. Supplementary Definitions
- B. Field Engineering – Coordinate with Section 01 71 23.
- C. Reference Standards and Applicable Laws and Permits.
- D. Protection of property and the public. Coordinate with Article 13, 14 and 20 of the General Clauses.
- E. Noise Control. Coordinate with Article 45 of the General Clauses and Section 01 15 00.
- F. Utility Shutdowns.

### 1.3 SUPPLEMENTARY DEFINITIONS - Supplement Article 2 of the General Clauses.

- A. PROVIDE: The Term "provide" shall mean "furnish and install complete and ready for safe and regular use and/or operation of the item, material or service indicated".
- B. INDICATED AND SHOWN: Shall mean as detailed, scheduled, or called for in the Contract Documents.
- C. The terms "KNOWLEDGE," "RECOGNIZE" and "DISCOVER," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- D. The phrase "PERSISTENTLY FAILS" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the

County's Architect/Engineer to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

- E. Words in the singular shall also mean and include the plural, wherever the context so indicates, and words in the plural shall mean the singular, wherever the context so indicates.
- F. Wherever the terms "shown on drawings" are used in the specifications, they shall mean "noted", "indicated", "scheduled", "detailed", or any other diagrammatic or written reference made on the drawings.
- G. The term "Furnish" shall mean "to fit out and/or supply" material required for project use.
- H. The term "INSTALL" shall mean "set", "connect", "erect", "apply" or to "otherwise fix into position for use".
- I. Whenever the terms "material" or "materials" are used in the specifications, they shall mean any "product", "equipment", "device".
- J. The terms "approved" or "approval" shall mean the written approval of the Architect/Engineer.
- K. The terms "directed", "required", "permitted", "ordered", "designated", "prescribed" and similar words shall mean the direction, requirement, permission, order, designation or prescription of the Architect/Engineer; the terms "approved", "acceptable", "satisfactory" and similar words shall mean approved by, acceptable or satisfactory to the Architect/Engineer; and the terms "necessary", "responsible", "proper", "correct" and similar words shall mean necessary, reasonable, proper, or correct, in the judgment of the Architect/Engineer.
- L. "Concealed" means hidden from sight in chases, furred spaces, shafts, hung ceiling, embedded in construction or in crawl spaces.
- M. "Exposed" means not installed underground or "concealed" as defined above as well as work visible to building occupants.
- N. "Invert Elevations" means the inside bottom of pipe.
- O. "The Contractor" or "Contractor" meaning that Contractor normally responsible for that work referenced;
  - 1. The term "Specialist" or "Specialty Contractor" as used in these specifications shall mean an individual or firm of established reputation, or, if newly organized, whose personnel have previously established a reputation in the same field, which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract.
  - 2. Where the Contract Specifications require installation by a "Specialist", that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform such work under the manufacturer's direct supervision.

1.4 FIELD ENGINEERING

- A. Provide field engineering services; establish grades, lines and levels, by use of recognized engineering survey practices, as applicable.

1.5 REFERENCE STANDARDS AND APPLICABLE LAWS AND PERMITS – Coordinate with Information for Bidders and the General Clauses.

- A. All materials and work provided under this contract shall be in accordance with all applicable federal, state and local laws, regulations, ordinances, codes, standards and orders, and the contractor shall be responsible for all documents, applications, plans, etc. and payment of all fees to secure all required permits and approvals to complete the work in accordance with all requirements of this contract.
- B. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or within these Contract Documents.
- C. The date of the standard is that in effect as of the Advertisement date, except when a specific date is specified.
- D. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.
- E. Where specific performance requirements are listed herein , it is the intent of this specification that all manufacturers, fabricators, suppliers, installers, contractors, subcontractors, specialty and sub-subcontractors will provide services satisfying these requirements whether mentioned by trade or manufacturers name or submitted for approval as an approved or equal.
- F. Where no explicit quality or standards for materials or workmanship are established for work, such work shall be of such quality consistent with industry standards and of the construction quality established for the Project generally.

1.6 PROTECTION OF PROPERTY AND THE PUBLIC; USE OF PREMISES

- A. The Contractor shall provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable conditions set forth in the General and General Clauses with added regard to performance obligations of the General Contractor.
- C. The General Contractor shall take steps to prevent the introduction of pollutants and dust into the ventilation system during construction.

1.7 NOISE CONTROL - Coordinate with Section 01 15 00, Most Restrictive Provisions Apply.

- A. Develop and maintain a noise abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
- C. Equip air compressors with silencers, and power equipment with mufflers.
- D. Manage scheduling to reduce noise.

1.8 UTILITY SHUTDOWNS

- A. When installation of a partial or a complete new system or modifications to an existing system requires shutdown of an operating system, the connection of the partial system shall be performed only after prior notification of the estimated shutdown time periods have been approved by the Owner and the Architect/Engineer and then only in the following time periods.

Advance Notification Time Required:

- Fire Alarm Shunts – 7 days
- Electrical and/or Plumbing shutdowns – 2 weeks

- B. The Contractor shall do all work involved in shutdown period when scheduled and/or directed by the Architect/Engineer and at no additional expense to County.
- C. Certain service "cut-in" may require overtime operations which will be accomplished at no extra cost to County.

1.9 ADDITIONAL INSURANCE REQUIREMENTS

- A. The successful bidder shall submit with their bid, copies of the Insurance Policies in the types and amounts as stipulated above in the Information for Bidders Section "Insurance Requirements". In addition to the "claims made" insurance policies, the contractor shall maintain an Asbestos Abatement General Liability Occurrence Policy, in amounts not less than \$1,000,000 and naming owner as the certificate holder.
- B. "The County of Westchester" must be included as an Additional Named Insured under all insurance policies associated with this project.
- C. The hauler carrying asbestos to the disposed site in addition to the types and amounts stipulated in the Information for Bidders Section "Insurance Requirements" shall carry "Sudden and Accidental Pollution" Liability Insurance in the amount not less than \$1,000,000. Endorsements to an existing policy will be acceptable.
- D. The independent air-monitor in addition to the types and amounts stipulated in the Information for Bidders Section "Insurance Requirements" shall carry "Professional Liability" Insurance for "Environmental Consulting Services" including asbestos testing and air-monitoring in the amount

not less than \$1,000,000.

1.10 SPECIAL PROVISIONS FOR CONSTRUCTION

- A. Work Times: Monday to Friday between 8:00 am and 4:00 pm.
- B. Contractors are to use area designated for dumpsters and staging as approved by the Owner. Contractor's storage of materials to be in secure containers.
- C. There will be contractor parking on site.
- D. There will be Contractor Criminal background checks as per Executive order 1-2009-8.

END OF SECTION 013513

## SECTION 013529 HEALTH AND SAFETY PLAN

### 1.1 SECTION INCLUDES

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

### 1.2 REQUIREMENTS INCLUDE

- A. Provide all labor, equipment and materials and perform all operations in connection with monitoring air quality, decontaminating equipment and providing worker health and safety protection for all Contractor and Subcontractor personnel.
- B. Develop a site specific Health and Safety Plan (HASP) specifically addressing the potential hazards that may be encountered. This plan shall meet all Occupational Safety and Health Administration (OSHA) requirements.
- C. Review the requirements and data presented and supplement the program with any additional measures deemed necessary to fully comply with regulatory requirements and adequately protect personnel on the site.

### 1.3 REFERENCES

- A. OSHA Regulation 29 CFR 1910.120.
- B. OSHA Regulation 29 CFR 1926.62.

### 1.4 DEFINITIONS

- A. Site Safety Official (SSO): The individual who is responsible to the Contractor and has the authority and knowledge necessary to implement the site safety and health plan and verify compliance with applicable safety and health requirements

### 1.5 SUBMITTALS

- A. Provide within seven (7) days after execution of the Agreement.
  - 1. Site-specific HASP including the Emergency Response Plan to the Owner, Owner's Representative and Architect for review, including provisions for decontamination and a contingency plan for unforeseen emergencies. The review is only to determine if the HASP meets basic regulatory requirements and the minimum requirements of this Section. The review will not determine the adequacy of the HASP to address all potential hazards, as that remains the sole responsibility of the Contractor
  - 2. Current certification of employee's health and safety training and certification of employee's baseline medical exam status
  - 3. Certification of additional required health and safety training for Supervisors
  - 4. Qualifications and experience of the SSO for approval
- B. Submit minutes of weekly safety meetings at periodic progress meetings.



#### 1.6 CONTRACTORS RESPONSIBILITIES

- A. Contractor is solely responsible for the health and safety of workers employed by the Contractor, any Subcontractor and anyone directly or indirectly employed by any of them
- B. Develop and follow a site specific Health and Safety Plan (HASP) in accordance with the requirements of paragraph 1.7
- C. Provide a full-time SSO regardless of whether or not the Work is at a defined Uncontrolled Hazardous Waste Site.
- D. Pre-arrange emergency medical care services at a nearby hospital, including establishment of emergency routes of travel.
- E. Meetings:
  - 1. Conduct daily job briefings with all site personnel to discuss relevant health and safety issues including but not limited to hazards, monitoring, procedures and controls. Document attendance and topics covered.
  - 2. At a minimum, conduct weekly safety meetings with all site personnel, documenting attendance and topics covered.

#### 1.7 HEALTH AND SAFETY PLAN (HASP) REQUIREMENTS

- A. Temporary overhead protection for interior of building:
  - 1. safety and health hazard assessment
  - 2. procedures for emergency medical treatment and first aid
  - 3. map indicating route to hospital for emergency medical care
  - 4. physical hazard evaluation
    - a. equipment operation
    - b. confined space entry
    - c. slips and falls
    - d. falling debris
    - e. encountering unmarked utilities
    - f. cold and heat stress
    - g. hot work (cutting and welding)
  - 5. Training requirements
  - 6. Recordkeeping requirements

END OF SECTION 013529

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:
  - 1. Section 012100 "Allowances" for testing and inspection allowances.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
1. Retain one or more of three subparagraphs below if applicable to Project.
  2. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
  3. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements or as part of permanent construction, consisting of multiple products, assemblies, and subassemblies.
  4. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect or Construction Manager.

#### 1.4 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

#### 1.5 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.6 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups.
  - 1. Include plans, sections, and elevations, indicating materials and size of mockup construction.
  - 2. Indicate manufacturer and model number of individual components.
  - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.
- B. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.

- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- F. Reports: Prepare and submit certified written reports and documents as specified.
- G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

#### 1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including Subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
  - 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.9 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.

#### 1.10 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. First subparagraph below attempts to ensure that tested assemblies will be representative of actual construction. This requirement may complicate testing and add cost.
    - e. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - f. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - g. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.



- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
  2. Build mockups in location indicated or, if not indicated, as directed by Architect or Construction Manager.
  3. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
  4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
  5. Demonstrate the proposed range of aesthetic effects and workmanship.
  6. Obtain Architect's and Construction Manager's approval of mockups before starting corresponding work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  8. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.
- M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

#### 1.11 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  2. Payment for these services will be made from testing and inspection allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Engage a qualified testing agency to perform quality-control services.

- a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  4. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  5. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  6. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  7. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Commissioning Authority, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Requirements."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Retain first subparagraph below if required or if common practice in Project vicinity.
  6. Delivery of samples to testing agencies.
  7. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  8. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### 1.12 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect, Commissioning Authority, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.
- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and in the Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, Commissioning Authority, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

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

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 – TEMPORARY FACILITIES  
(Coordinate with Article 46 and 48 of the General Clauses)

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Temporary facilities indicated to be provided by a Contractor for the use of his Subcontractors and/or other Contractors shall mean for their use without payment for such use unless otherwise specified.

1.2 REQUIREMENTS INCLUDED

- A. Temporary and Permanent Services, General
- B. Temporary Light and Power
- C. Temporary Heating/Cooling Facilities
- D. Temporary Toilet Facilities
- E. Temporary Water
- F. Storage Facilities
- G. Scaffolding and Staging
- H. Roof Protection
- I. Temporary Use of Permanent Elevator as Equipment Material Hoist
- J. Rubbish Container
- K. Construction Fencing
- L. Janitorial Service/Daily Cleanup
- M. Fire Prevention Control
- N. Temporary Fire Protection
- O. Discontinuance, Changes and Removal

### 1.3 TEMPORARY SERVICES, GENERAL

- A. The Contractor shall provide and maintain, either directly or through its' subcontractors, all temporary services and utilities, including all labor, materials, equipment and the like necessary to adequately furnish, deliver and maintain said services at all times when required during the term of the Contract.

NOTE: In accordance with OSHA and other applicable regulations, the respective Contractors performing work are solely responsible for the netting, guard rail protection and such other safety devices as deemed necessary to protect the workers and public from harm.

### 1.4 TEMPORARY LIGHT AND POWER

- A. The Contractor shall
1. Provide all required temporary electric facilities as required for this project from Owner supplied service as outlined below.
  2. Insure that all temporary electrical work shall be in conformity with the National Electric Code and in accordance with applicable governmental regulations.
  3. Maintain and service the temporary electric system. The energy will be supplied, and paid for, by the Owner for all work. No reimbursement will be made by Owner in the event of disconnect.
- B. The Contractor shall provide and maintain
1. A feeder network of sufficient size and capacity for all requirements of construction, except welding and shall maintain same while under construction and until the permanent feeders and related equipment have been installed and are in operation.
  2. Equip each branch circuit with lamp sockets and fused grounding type outlets for 120 and 208, 240 volt, single phase power. Provide lamp sockets of weatherproof medium base type. The power outlets shall consist of an approved box with cover containing fuse holders and grounding type outlets, Buss Type SRX and SKY.
  3. Fuse cutout bases for each branch circuit. The total load on each branch circuit (light and power) shall not exceed twenty (20) amperes.
  4. All lamps and fuses (including replacements for temporary lighting and power). Provide 30 watt compact fluorescent or 100 watt incandescent lamp for each lighting outlet.
  5. All equipment requiring other than 120 v/ 60 cycle/ single phase operation, as well as welders, shall be run under portable generators or from step-up transformers furnished by the trades requiring same.
  6. Provide all wiring and equipment for temporary lighting and power so that service shall be available to the work.
  7. Provide temporary light based on a minimum of 1 watt per square foot covering each and every square foot of roof area. For work on roof, provide adequate outdoor lighting to illuminate hazards and to satisfy minimum requirements of safety and security, subject to Architect's and Owner's approval.
  8. Upon completion of all work and or when directed by the Architect, remove all temporary wiring and ancillary work.
  9. Temporary light and power will be made available during all hours of operation of Contractor without additional costs to the owner.

#### 1.5 TEMPORARY HEATING/COOLING FACILITIES

- A. The Contractor shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work and to facilitate the completion thereof. The Contractor shall maintain the critical installation temperatures, provided in the technical provisions of the specifications, herein, for all work in those areas where same is being performed.
- B. The maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the Contractor and any work damaged by dampness, insufficient or abnormal heating shall be replaced to the satisfaction of the Architect by and at the sole expense of the Contractor.
- C. Unless otherwise specified, the minimum temperature shall be 50 degrees F at all places where work is actually being performed within the enclosed Project.

#### 1.6 TEMPORARY TOILET FACILITIES

- A. All maintenance and restoration of facilities is the responsibility of the General Contractor upon completion at no cost to the Owner.

#### 1.7 TEMPORARY WATER – By Owner

- A. The Owner will provide water service to the Contractor without charge, but reserves the right to terminate, without incurring additional cost, said service in the event of abuse of such service.
- B. The Contractor shall make all necessary connections and extend piping to areas required at no additional cost to the Owner.
- C. The Contractor shall have all equipment for the temporary water removed at the completion of the Project or when directed by the Architect or Owner.

#### 1.8 STORAGE

- A. Materials delivered to the site shall be safely stored and adequately protected against loss or damage. Particular care shall be taken to protect and cover materials that are liable to be damaged by the elements.

#### 1.9 SCAFFOLDING AND STAGING

- A. All scaffold, staging and appurtenances thereto shall comply in total to the requirements of Safety and Health Regulations for Construction Chapter XVII of OSHA, Part 1926 and all related amendments.

- B. Shop Drawing Submittals for scaffolding and bridging are required and shall be stamped and signed by a NYS licensed structural engineer.

1.10 ROOF PROTECTION – As Applicable to Scope of Work

- A. During the construction period, after installation of roofing system specified under Division 7, and notification from Manufacturer as to certified completeness, the Contractor shall take strict precautions against unnecessary traffic on the roofing surface.
- B. The Contractor shall provide temporary protection on the roof surface when it is necessary for work to take place on completed sections.
- C. Upon such notification as required in subparagraph A, the Contractor shall assume responsibility for damages, if any, to the roofing system caused by the work of other trades, except that financial liability for any and all damages rests with the offending trade.

1.11 TEMPORARY USE OF PERMANENT ELEVATOR AS EQUIPMENT MATERIAL HOIST –  
As applicable only upon approval by Owner.

1.12 RUBBISH CONTAINER

- A. Provide suitable rubbish container device (s), properly maintained and serviced, replaced as required and protected from access by the public by fencing as may be specified herein or approved by the Architect.
- B. Each Subcontractor shall sweep up and gather together daily all his own rubbish and removed materials and place same in containers to be provided by the Contractor. Wood crates and similar matter shall be broken up, securely tied into bundles and stacked alongside rubbish containers OR in locations as directed by the Contractor. Items larger than container capacity shall be removed from the site by the respective contractor.
- C. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENT OF RELOCATION OF THE COMPLETE REMOVAL SYSTEM AT VARIOUS TIMES THROUGHOUT THE PROJECT AS MAY BE REQUIRED TO MAINTAIN PROGRESS OF THE WORK.

1.13 CONSTRUCTION FENCING

- A. Construction fencing shall be provided enclosing all work and storage areas or where indicated on the drawings. Unless otherwise shown or directed, all fencing shall be 8 feet high, accurately aligned and plumb, adequately braced, and complete with gates, locks, and hardware as required.

Under no conditions shall fencing be attached or anchored to existing construction or trees.



Fencing shall be as follows:

1. Fencing traversing paved areas shall be free standing sandbagged barrier type in a continuous manner, firmly aligned and securely mounted. Fencing shall essentially consist of heavy timber wood sill with chainlink fencing consisting of 2 inch posts with top and bottom rails of 1 inch pipe and No. 9 wire fabric. All fencing shall be galvanized.
  2. Fencing traversing "grassed areas" shall be chainlink fencing consisting of 2 inch posts with top and bottom rails of 1 inch pipe and No. 9 wire fabric. All fencing shall be galvanized. Posts shall be set below grade a minimum of 2foot and firmly anchored.
- B. Site access gates shall be provided as required of same material as site fence complete with all operating hardware and security devices.
- C. Contractor shall submit drawings showing type, materials and construction of fencing to Architect for approval before proceeding with installation.
- D. All wood or metal products, unless galvanized, shall receive 2 coats of latex exterior paint of color and manufacturer as approved by the Architect.
- E. Should fencing be required to be relocated during the course of the project, same shall be done at the total expense of the Contractor. At the completion of the project, the Contractor shall remove and dispose of the construction fencing.
- F. The construction fence shall be MAINTAINED IN GOOD ORDER by the Contractor throughout the life of the project.

#### 1.14 JANITORIAL SERVICE/DAILY CLEANUP

- A. The Contractor shall furnish daily janitorial services for the project and perform any required maintenance of facilities as deemed necessary by the Architect during the entire life of the contract. Toilet facilities shall be kept clean and sanitary at all times. Services shall be accomplished to the satisfaction of the Architect. The Contractor shall provide daily trash collection and cleanup of the project area and shall dispose of all discarded debris, and the like in a manner approved by the Architect.

#### 1.15 FIRE PREVENTION CONTROL

- A. All Contractors shall comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the work and, particularly , in connection with any cutting or welding performed as part of the work.

#### 1.16 TEMPORARY FIRE PROTECTION

- A. Each Contractor shall take all possible precautions for the prevention of fires. No flame cutting torches, blow torches, or welding tools shall be used within the building.

- B. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building.

#### 1.17 DISCONTINUANCE, CHANGES AND REMOVAL

- A. All Contractors shall:
  - 1. Discontinue all temporary services required by the Contract when so directed by the Owner or the Architect.
    - a. The discontinuance of any such temporary service prior to the completion of the work shall not render the Owner liable for any additional cost entailed thereby and each Contractor shall thereafter furnish, at no additional cost to the Owner, any and all temporary service required by such Contractor's work.
  - 2. Remove and relocate such temporary facilities as directed by the Owner or the Architect without additional cost to the Owner, and shall restore the site and the work to a condition satisfactory to the Owner.

END OF SECTION 015000

## SECTION 015719 - ENVIRONMENTAL PROTECTION DURING CONSTRUCTION

### 1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

### 1.2 REQUIREMENTS INCLUDED

- A. Scope
- B. Applicable Regulations
- C. Notification
- D. Implementation
- E. Protection of Water Resources
- F. Burning
- G. Dust and Mud Control

### 1.3 SCOPE

- A. The work covered by this section consists of furnishing all labor, material and equipment and performing all work required for the prevention of environmental pollution during and as the result of construction operations under this contract except for those measures set forth in other Technical Provisions of these specifications.
- B. Compliance with the provisions of this section by all Subcontractors shall be the responsibility of the Contractor.

### 1.4 APPLICABLE REGULATIONS

- A. In order to provide for abatement and control of any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, they shall comply with all applicable Federal, State and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the contract specifications.

## 1.5 NOTIFICATION

- A. The Architect will notify the Contractor in writing of any noncompliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Architect may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost on account of any such stop orders shall be made the subject of a claim for extension of time or for extra costs or damages by the Contractor unless it was later determined that the Contractor was in compliance.

## 1.6 PROTECTION OF WATER RESOURCES

- A. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides and insecticides, and cement and surface drainage from entering public waters.
- B. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area.

If necessary, contaminated ground shall be excavated, disposed of as directed by the Architect, refilled with clean material and compacted all at the expense of the Contractor.

## 1.7 BURNING

- A. Burning will not be permitted.

## 1.8 DUST AND MUD CONTROL

- A. The Contractor shall at all times provide adequate dust control measures. He shall accomplish this, without interference to the public/tenants.

END OF SECTION 015719

## SECTION 016100 - MATERIAL AND EQUIPMENT

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

#### 1.2 RELATED REQUIREMENTS

- A. General Standards
- B. Products
- C. Sustainability
- D. Transportation and Handling
- E. Storage and Protection

#### 1.3 GENERAL STANDARDS APPLICABLE TO ALL SPECIFICATION SECTIONS

- A. These provisions, standards, and tolerances shall apply to all work under this Contract. Where stricter standards and tolerances are specified elsewhere in these Specifications or in references.
- B. specified in these Specifications, they shall take precedence over these standards and tolerances.
- C. Build and install parts of the Work level, plumb, square, and in correct position unless specifically shown or specified otherwise.
  - 1. No part shall be out of plumb, level, square, or correct position so much as to impair the proper functioning of the part or the Work as judged by the Architect.
  - 2. No part shall be out of plumb, level, square, or correct position so much as to impair the aesthetic effect of the part or the Work as judged by the Architect.
- D. Make joints tight and neat. Provide uniform joints in exposed work. Arrange joints to achieve the best visual effect. Refer choices of questionable visual effect to the Architect.
- E. Under potentially damp conditions, provide galvanic insulation between different metals which are not adjacent on the galvanic scale.
- F. Manufacturers, subcontractors, and workmen shall be experienced and skillful in performing the work assigned to them.
- G. All paint used on all products shall conform to ANSI Z66.1, Specifications for Paints and Coatings Accessible to Children to Minimize Dry Film Toxicity.

- H. The Drawings do not attempt to show every item of existing work to be demolished and every item of repair required to existing surfaces. Perform work required to remove existing materials which are not to be saved and to restore existing surfaces to condition equivalent to new as judged by Architect. If possible, repairs shall be indistinguishable from adjacent sound surfaces. Where it is impossible to achieve repairs which are indistinguishable from adjacent sound surfaces to remain, notify Architect, and proceed according to his instructions.

#### 1.4 PRODUCTS

- A. Products include material, equipment and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.
- D. In the case of an inconsistency between Drawings and the Specifications, or within either document which is not clarified by addendum, the product of greater quality or greater quantity of work shall be provided in accordance with the Designer's interpretation.
- E. Provide environmentally preferable products to the greatest extent possible. To the greatest extent possible, provide products and materials that have a lesser or reduced effect on the environment considering raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and/or disposal of the product.

#### 1.5 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of materials in accordance with construction schedules in order to avoid delay in, conflict with, or the impeding of the progress of the Work and conditions at the site.
- B. Deliveries shall be made during regular work hours, unless approved otherwise by the Owner.
- C. Deliver materials in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

#### 1.6 STORAGE AND PROTECTION

- A. Store materials in accordance with manufacturer's instructions, with seals and labels accessible for inspection
- B. Contractor shall be responsible for work and equipment until fully inspected, tested and accepted. Carefully store materials and equipment which are not immediately installed after delivery to site. Close open ends of work with temporary covers or plug during construction to prevent entry of obstructing material or damaging water.
- C. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the operations of

the Owner.

- D. Storage: Maintain temperature and humidity within the ranges required by manufacturer's instructions.

NOTE: If approval is given to store materials in any part of the building area, they shall be so stored as to cause no overloading of the existing structure.

- E. Deliver materials in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
1. Store products subject to damage by the elements in weathertight enclosures
  2. Store fabricated products above the ground, on blocking or skids; prevent soiling or staining. Cover products subject to damage or deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
  3. Store loose granular materials in a well drained area on solid surfaces to prevent mixing with foreign matter. Locate away from drainage or areas subject to flooding or storm washes.

NOTE: Should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of the Owner's Representative, shall move such material or equipment at no additional cost to the Owner.

- F. If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other contractor employed on the Work, the Contractor shall remove and restack such materials at no additional cost to the Owner.

- G. Protection After Installation.

1. Provide adequate coverings to protect installed materials from damage resulting from natural elements, traffic, and subsequent construction.
2. Remove when no longer needed.

END OF SECTION 016100

## SECTION 017123 – FIELD ENGINEERING

### 1.1 SUMMARY

- A. This Section specified field engineering services required for the Project, including but not limited to
  - 1. Structural, or other professional engineering services specified, or required to execute Contractor's construction methods

### 1.2 REQUIREMENTS INCLUDED

- A. Related Requirements
- B. Qualifications of Engineer
- C. Submittals

### 1.3 RELATED REQUIREMENTS

- A. Examine Contract Documents for requirements that affect work on this Section

### 1.4 QUALIFICATIONS OF ENGINEER

- A. Registered professional engineer of the discipline required for the specific service on the Project, licensed in the state in which the Project is located.

### 1.5 SUBMITTALS

- A. Submit name and address of professional engineer to Architect.
- B. On request of Architect, submit documentation to verify accuracy of field engineering work not limited to scaffolding, overhead protection, bridges and other methods requiring OSHA approval.
- C. Submit certificate signed by registered engineer certifying that elevation and locations of improvements are in conformance, or non-conformance, with Contract Documents.

END OF SECTION 017123



SECTION 017329 – CUTTING AND PATCHING  
(Coordinate with Article 51 of the General Clauses)

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Provide materials, labor, equipment and services necessary and/or required to execute the work of this Section as shown on the drawings, specified herein and/or required by job conditions.
- C. All cutting, removing, relocation, fitting, altering and rough patching for the installation and completion of his work in other than finished surfaces noted below shall be performed by the Trade or Subcontractor requiring said cutting and patching. FINISH PATCHING SHALL BE BY THE RESPECTIVE TRADE OR SUBCONTRACTOR THAT NORMALLY DOES THAT FINISH WORK

1.2 REQUIREMENTS INCLUDED

- A. Definitions
- B. Cutting and Patching Requirements
- C. Specific Requirements -All Trades

1.3 DEFINITIONS

The following definitions shall apply to all work of this Contract involving cutting, patching, filling and the like.

- A. Cutting -those operations required to expose existing construction, or required to permit the installation of work under this contract, or passage of new or relocated work through existing construction.
- B. Patching -Those operations required to bring surfaces to a level to permit the application of a finish treatment.

The Contractor responsible for performing the patching shall be responsible for the restoration of the substrate to match adjacent areas, whether new or existing, except for the following conditions:

- 1. The Contractor responsible for performing the patching shall be responsible for the restoration of the substrate to match adjacent areas, whether new or existing, except for the following conditions:
- 2. Those patched surfaces which are wholly contained within an area which is to receive a new finish treatment as called for elsewhere in the Contract Documents.

- C. Replace -Shall mean to furnish and install an entirely new element which matches the original element's material, color, dimension and design.
- D. Repair -Shall mean to make the existing element as nearly "new", as possible, by the means and methods indicated for each element.
- E. Fill -Shall mean to carefully and thoroughly remove, by approved methods, loose and deteriorated surface material and to install "new" material in the element so that the original contour is completely restored and color matched if exposed as a finished element. Follow manufacturers' instructions as applicable.
- F. Match Original -Where indicated, this type of replacement will match the best available representative element, in design, dimension, and installation, with improvements which represent the best standards of fabrication, so that even if an existing best example of an element is gouged or pitted, or otherwise worn, the new element shall be unworn and without defects and fabricated of new material. The Architect will provide identifications of all original elements.

#### 1.4 CUTTING AND PATCHING REQUIREMENTS

- A. Where cutting, drilling or removals are required in existing and/or newly constructed wall, floor or roof construction, the work shall be done in a manner that will safeguard and not endanger the structure, and shall, in all cases, be as approved by the Architect.

Prior to any cutting, drilling or removals, the Contractor shall investigate both sides of the surface involved, shall determine the exact location of adjacent structural members by visual examination, and shall avoid interference with such members.

No structural members such as joists, beams, columns supporting work that is to remain shall be cut, drilled or removed unless such conditions are shown in detail on the Contract Documents and reinforcing of members affected or new members to compensate for such drilling, cutting and removals are shown.

Positive instructions shall be obtained from the Architect before cutting beams or other structural members, arches, lintels and the like and the Contractor shall be guided by such instructions.

- B. Each Trade Contractor shall provide all sleeves, inserts, hangers and the like required for the execution of their respective work; failing to provide such, said responsible Contractor shall reimburse the General Contractor who shall do all necessary cutting and patching required for the execution of his work.
- C. No Contractor shall:
  - 1. Endanger any work by cutting or drilling or otherwise
  - 2. Cut or alter the work of any other contractor except with the written consent of the Architect
  - 3. Cut or drill above the minimum needed to install work
- D. All holes cut through masonry exposed to view in the finished work and concrete slabs shall be core drilled except for specific holes that have been structurally detailed per Contract Documents.

The Contractor shall locate adjacent structural members before core drilling to insure that structural members are not damaged.

No jack hammering will be permitted.

#### 1.5 SPECIFIC REQUIREMENTS -ALL TRADES

- A. The Contractor shall perform, or cause to have performed by nominated trade and/or subcontractors as defined in Paragraph 1.3 herein, all cutting, rough and finish patching required to install the work under the Contract and as indicated on the drawings and/or as required.

Said contractor shall perform, or cause to have performed, all finish patching of openings at walls and slabs created by the removal of existing ductwork, piping, conduit, equipment or installation of new work.

END OF SECTION 017329

## SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT

### 1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

### 1.2 DESCRIPTION OF WORK

- A. This Section specifies requirements for a complete program for implementation of waste management controls and systems for the duration of the Work.

### 1.3 INTENT

- A. The Owner has established that this Project shall generate the least amount of waste practical and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized to the greatest extent practical.

With regard to these goals the Contractor shall develop, for Owner's Representative's review and Architect's review, a Waste Management Plan for this Project

Each Sub/Specialty Contractor shall be responsible for segregating their own waste into different dumpsters as directed by the Contractor

The Contractor shall be responsible for ensuring that debris will be disposed of at appropriately designated licensed solid waste disposal facilities, as defined by governing laws of the jurisdiction of the Work

### 1.4 WASTE MANAGEMENT PLAN

- A. Waste Management Plan: The Contractor shall provide a plan containing the following:
  - 1. Analysis of the proposed jobsite waste to be generated, including types and rough quantities
  - 2. Landfill Options: The name of the landfills where trash and building debris will be disposed of, the applicable landfill tipping fees, and the projected cost of disposing of all Project waste in the landfills
  - 3. Landfill Certification: Contractor's statement of verification that landfills proposed for use are licensed for types of waste to be deposited and have sufficient capacity to receive waste from this project
  - 4. Alternatives to Land filling: A list of each material proposed to be salvaged or recycled

during the course of the Project. Include the following and any additional items proposed:

- Cardboard
  - Clean dimensional wood
  - Beverage containers
  - Concrete
  - Bricks and masonry
  - Gypsum boards
  - Acoustical ceiling material (grid separate)
  - Metals from framing, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze
5. Meetings: A description of the regular meetings to be held to address waste management
6. Materials Handling Procedures: A description of the means by which any waste materials identified above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities
7. Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

## Part 2 -PRODUCTS -NOT USED

## Part 3 -EXECUTION

### 3.1 RECYCLING

- A. Metal, including but not limited to aluminum stairs, structural beams and sections, and reinforcing steel shall be recycled.
- B. Wood that is not painted and does not contain preservatives (i.e. creosote, arsenic, and chromium-containing preservatives) shall be segregated and recycled.

### 3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. All sorting will be done “off site” by a recognized construction and demolition processing facility who will be responsible for provision of all documentation as to where loads were processed and the recycling rate achieved.
- B. Hazardous Wastes: Any unforeseen hazardous wastes shall be separated, stored, and disposed of according to local regulations.

END OF SECTION 017419

## SECTION 017700 – PROJECT CLOSE OUT

### 1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

### 1.2 REQUIREMENTS INCLUDED

- A. Final Cleanup
- B. Required Close Out Documentation
- C. Project Close Out Inspections

### 1.3 FINAL CLEANUP

- A. The Contractor shall leave the work ready for use and occupancy without the need of further cleaning of any kind.
- B. The Contractor shall remove all tools, appliances, project signs, material and equipment from the phased areas as soon as possible upon completion of the work.
- C. The work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

### 1.4 REQUIRED CLOSE OUT DOCUMENTATION

- A. Prior to final payment, *and as part of the final requisition*, the Owner shall receive, in addition to those documents required by the General Conditions, the following:
  - 1. Project record documents as per Section 017719.
  - 2. Coordination drawings as per Section 013114.
  - 3. The Contractor's general guarantee.
  - 4. Specific guarantees of material, equipment and systems installed in the work.
  - 5. A copy of all test data taken in connection with the work.
  - 6. Three (3) copies of all operation and maintenance manuals which shall include:
    - a. Sequence of Operation and Control Diagrams, corrected for as-built conditions.
    - b. Parts List, including illustrations, assembly drawings and diagrams required for maintenance, predicted life of parts subject to wear, and recommendations for stocking spare parts.
    - c. Copies of accepted shop drawings, charts and diagrams.
    - d. Names, addresses and telephone numbers of manufacturer's representative and service company.
    - e. Letters from each manufacturer certifying that his equipment was properly installed and

- is operating in accordance with manufacturer's intent.
- f. MSDS sheets tabulated and indexed as per specification sections.
- g. Copies of all test reports, including balancing, and with corrections confirmed, must be provided with the contractor's request for a substantial completion inspection.
- h. An "Underwriter's Certificate" shall be provided in the O&M manuals to be provided to the Owner.
- 7. Preventative Maintenance Schedule Sheets.
- 8. Copies of all Certification of Specifications Compliance as per Section 01 33 00.
- 9. Record of Manufacturers Material Safety Data Sheets (MSDS).
- 10. Certified Payroll Records.

## 1.5 PROJECT CLOSE OUT INSPECTIONS

- A. When the Work has reached such a point of completion that the building or buildings, equipment, apparatus or phase of construction or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Contractor, prior to notification to the Architect, shall make a preliminary inspection of the Work to insure that all the requirements of the Contract have been met and the Work is substantially complete and is acceptable.

Upon such notification, the Owner or the Architect shall make a detailed inspection of the Work to insure that all the requirements of the Contract have been met and that the Work is complete and is acceptable.

- B. A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.
- C. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Owner and the Architect. After receipt of this notification, the Owner or the Architect shall inform the Contractor of the date and time of final inspection.

A copy of the report of the final inspection containing all remaining contract exceptions, omissions and in completions shall be furnished to the Contractor.

- D. After the receipt of notification of completion and all remaining contract exceptions, omissions and in completions from the Contractor, the Owner and the Architect will re-inspect the Work to verify completion of the exception items appearing on the report of final inspection.

Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance or will furnish to the Contractor a copy of the report of the Architect's re-inspection detailing Work that is incomplete or obligations that have not been fulfilled but are required for final acceptance.

END OF SECTION 017700

SECTION 017719 – PROJECT RECORD DOCUMENTS  
(Coordinate with Article 53 of the General Clauses)

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 REQUIREMENTS INCLUDED

- A. Project Record Drawings
- B. Record Drawing Certification

1.3 PROJECT RECORD DRAWINGS

- A. The purpose of the project drawings is to record the actual location of the work in place, and to record changes in the work.
- B. In addition to the sets of contract drawings that are required by the Contractor on the site to perform the work, the Contractor shall maintain, at the site, one (1) copy of all drawings, specifications and addenda that are part of the Contract as awarded.

Each of these documents should be clearly marked "Project Record Copy", maintained in a clean and neat condition available at all times for inspection by the Owner or the Architect, and shall not be used for any other purpose during the progress of the work.

- C. Project Record Requirements
  - 1. The Contractor shall mark-up the "Project Record Copy" to show:
    - a. Approved changes in the work
    - b. Location of concealed work
    - c. Details not shown in the original Contract Documents
    - d. Any relocation of work including piping, conduits, ducts and the like
    - e. All changes in dimensions
    - f. Revisions to any electrical circuitry
- D. The project record drawings are to be submitted by the Contractor to the Owner or the Architect when all the work is completed and is approved by the Owner and the Architect before the Contractor may request final payment
- E. In addition to the drawings required as mentioned above, the Contractor shall submit a list of all approved Shop Drawings of the Work as installed.

1.4 RECORD DRAWING CERTIFICATION



- A. The record drawings required under the terms and conditions of this Section shall be reviewed and processed by the Contractor as part of their overall contractual responsibility.
- B. This certification may be issued for individual trades or as a collective document to cover the entire record drawing requirements of the project

**The format of this certification shall be as follows:**

These record drawings prepared by:  
for \_\_\_\_\_ have been  
reviewed by the undersigned and:

*Appear to be an accurate representation of the work incorporated within the project and are accepted as submitted in accordance with the technical documents.*

This record document review made by this office is for determination of compliance to the requirements of the contract documents.

Firm Name: \_\_\_\_\_

Review Date: \_\_\_\_\_ By: \_\_\_\_\_

END OF SECTION 017719

## SECTION 024119 - SELECTIVE DEMOLITION AND REMOVAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
  - 1. Section 011000 "Description of Work" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Section 017329 "Cutting and Patching" for cutting and patching procedures.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of

interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

## 1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  1. Inspect and discuss condition of construction to be selectively demolished.
  2. Review structural load limitations of existing structure.
  3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  5. Review areas where existing construction is to remain and requires protection.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Engineering Survey: Submit engineering survey of condition of building.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Use of elevator and stairs.
  5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.
- E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

## 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

## 1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition, Owner will remove the following items:
    - a. Electronic devices including but not limited to computers, telecom/data equipment, etc.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is included in Contract Documents for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.9 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

## 1.10 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
  - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
  - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  - 6. Maintain adequate ventilation when using cutting torches.
  - 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition, cleaned, and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management."
1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

### 3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119



**SECTION 02 82 00**

**ASBESTOS REMOVAL**

**PART 1 GENERAL**

**1.01 SCOPE OF WORK**

- A. This asbestos abatement Project will consist of the removal and disposal of asbestos containing materials from the Mt. Vernon District office located at 100 East First Street, Mt. Vernon, New York and 9 Union Avenue, House 1 and House 2, Mt. Vernon, New York.
- B. The work shall include but not be limited to the removal of the following materials:

WA	Floor	Location	Material	Quantity	Procedure
100 East First Street					
1	Basement	Exterior Windows	Window Guard Paint and Assumed Concealed Caulking between Window Frames and Masonry Opening	60.0 SF (9 Masonry Openings; 6 upper window guards @ 4.0 SF/MO)	ICR 56 11.6 via Exterior Projects
2	1 <sup>st</sup>	Exterior Windows	Window Caulking (Top and Bottom Layer) and Glazing (Old and New)	44.0 SF (11 Masonry Openings @ 4.0 SF/MO)	ICR 56 11.6 via Exterior Projects
3	1 <sup>st</sup>	Exterior Doors	Assumed Concealed Caulking between Door Frames and Masonry Opening	15.0 SF (3 Doors @ 5.0 SF/Door)	ICR 56 11.6 via Exterior Projects
4	1 <sup>st</sup> and 10 <sup>th</sup>	Exterior Windows	Assumed Window Lintel Flashing and Window Lintel Rust Inhibitor Paint	28.0 SF (14 Masonry Openings @ 2.0 SF/MO)	ICR 56 11.6 via Exterior Projects
5	Roof	HVAC/Elevator Machine Room/ Water Tank Room	Tar on Terracotta Wall	4.0 SF	ICR 56 11.7 via Minor Projects
TOTAL ACM:				151.0 SF	

**Assumed Materials:**

Reference Number	Floor	Location	Material	Quantity	Procedure
100 East First Street					
<2>	Roof	Scuppers and Bulkheads	Assumed Tar Flashing in Scuppers	65.0 SF (13 Locations @ 5.0 SF Ea.)	ICR 56 11.6 via Exterior Projects
9 Union Avenue, House 1 and House 2					
6	Exterior	North Elevation metal Staircase	Assumed Non-Friable Material associated with the Canopy	50.0 SF	ICR 56 11.6 via Exterior Projects
TOTAL ACM:				115.0 SF	

- C. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.
- D. All Work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent shall apply.
- E. Working hours shall be as required and approved by the Owner. Asbestos abatement activities including, but not limited to, work area preparation, gross removal activities, cleaning activities, waste removal, etc. may need to be performed during 'off-hours' (including nights and weekends). In addition, multiple mobilizations may be required to perform the work identified in this project. The Contractor shall coordinate and schedule all Work with the facility and Owner's representative.

## **1.02 SPECIAL JOB CONDITIONS**

- A. Any special job conditions, including variances obtained by the Owner, are described below.
  - 1. The contractor shall field verify the amount of ACM and familiarize himself in all variable field conditions in the building before the submission of their bid.
  - 2. The abatement contractor is responsible for filing and acquiring all permits in connection with this abatement work. The abatement of the materials noted above shall be performed in accordance with NYS DOL ICR 56.
  - 3. Temporary electricity shall be from an electrical panel demarcated by the facility personnel.
  - 4. Temporary water shall be from a spigot demarcated by the facility personnel.
  - 5. Abatement will take place in the identified work area in accordance with the specification unless approved otherwise by the Authority.
  - 6. Any waste transported through the building shall use canvas carts covered and lined with plastic sheeting at a time provided by the facility.
  - 7. The contractor shall limit the extent of operations to those areas where work is to be performed and shall not interfere with daily activities within the building or otherwise affect daily campus operations.
  - 8. Prior to final air sampling, the project monitor and contractor's supervisor shall inspect the area to verify that all asbestos-containing materials have been abated. Given the nature of the facility, air clearance will be established using Phase Contrast Microscopy analysis of area air samples as per ICR 56-9.
  - 9. The asbestos contractor shall be responsible for all repairs to finish surfaces which are damaged during the course of the abatement work which are not included in the proposed scope of work.
  - 10. In work areas which require the removal of ACM, contractor shall remove the materials down to a substrate which is free and clear of any residues and ready for replacement materials.
  - 11. Any material not tested must be assumed to be asbestos containing until tested.
  - 12. The contractor is advised to be alert to possible concealed material beneath the outer façade brick that might be ACM. If suspect material is observed it should not be disturbed without testing for asbestos.
  - 13. All assumed materials shall be tested prior to removal.

## **1.03 PERMITS AND COMPLIANCE**

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. Perform asbestos related Work in accordance with New York State Industrial Code Rule 56 (herein referred to as Code Rule 56), 40 CFR 61, and 29 CFR 1926. Where more stringent requirements are specified, adhere to the more stringent requirements.
- C. The Contractor must maintain current licenses, permits and certifications pursuant to New York State Department of Labor and Department of Environmental Conservation for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos containing materials.
- D. The Contractor must have and submit proof upon request that any persons employed by the Contractor to engage in or supervise Work on any asbestos Project have a valid NYS asbestos handling certificate pursuant to Code Rule 56.
- E. The Contractor shall comply fully with any Variance secured from regulatory agencies by the Owner in the performance of the Work. Any Variance applications previously submitted are included as an appendix of this specification.
- F. The Contractor shall be responsible for obtaining all other Variances as may be required for the Project or as requested by the Owner. Approval of the Owner is required prior to submission of a Variance application to any regulatory agency. Failure to obtain Owner approval may result in Owner not permitting variance to be used on the project.
- G. The Contractor shall be responsible for compliance with The New York State Uniform Fire Prevention and Building Code, or its successor during all Work at the site.
- H. Failure to adhere to the Project Documents shall constitute a breach of the Contract and the Owner shall have the right to and may terminate the Contract provided, however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.

#### **1.04 SUBMITTALS**

- A. Pre-Work Submittals: The Contractor shall submit the documents listed below for review and approval prior to the commencement of asbestos abatement activities:
  - 1. Contractor license issued by New York State Department of Labor.
  - 2. Progress Schedule:
    - a. Show the complete sequence of abatement activities and the sequencing of Work within each building or building section.
    - b. Show the dates for the beginning and completion of each major element of Work including substantial completion dates for each Work Area, building, or phase.
  - 3. Project Notifications: As required by Federal and State regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).
  - 4. Building Occupant Notification: As required by regulatory agencies.
  - 5. Abatement Work Plan: Provide plans that clearly indicate the following:
    - a. All Work Areas/containments numbered sequentially.
    - b. Locations and types of all decontamination enclosures.
    - c. Entrances and exits to the Work Areas/containments.
    - d. Type of abatement activity/technique for each Work Area/containment.

- e. Number and location of negative air units and exhaust. Also provide calculations for determining number of negative air pressure units.
    - f. Location of water and electrical connections to building services.
    - g. Waste transport routes through the building to the waste storage container.
  6. Disposal Site/Landfill Permit from applicable regulatory agency.
  7. NYS Department of Environmental Conservation Waste Transporter Permit.
- B. On-Site Submittals: Refer to Part 3.01.C & D for all submittals, documentation, and postings required to be maintained on-site during abatement activities.
- C. Project Close-out Submittals: The Contractor shall submit the documents listed below for review and approval prior to Contractor's final payment.
1. All waste disposal manifests and disposal logs
  2. OSHA compliance air monitoring records conducted during the Work.
  3. Daily progress log, including the entry/exit log.
  4. Disposal Site/Landfill Permit from applicable regulatory agency.
  5. Project notifications, amended notifications, Variances.

#### **1.05 PRE-CONSTRUCTION CONFERENCE**

- A. Prior to start of preparatory Work under this Contract, the Contractor may be required to attend a pre-construction conference attended by Owner, Facility Personnel, and Environmental Consultant.
- B. Agenda for this conference shall include but not necessarily be limited to:
1. Contractor's scope of Work, Work plan, and schedule to include number of workers and shifts.
  2. Contractor's safety and health precautions including protective clothing and equipment and decontamination procedures.
  3. Environmental Consultant's duties, functions, and authority.
  4. Contractor's Work procedures including:
    - a. Methods of job site preparation and removal methods.
    - b. Respiratory protection.
    - c. Disposal procedures.
    - d. Cleanup procedures.
    - e. Fire exits and emergency procedures.
  5. Contractor's required pre-work and on-site submittals, documentation, and postings.
  6. Contractor's plan for twenty-four (24) hour Project security both for prevention of theft and for barring entry of unauthorized personnel into Work Areas.
  7. Temporary utilities.
  8. Handling of furniture and other moveable objects.
  9. Storage of removed asbestos containing materials.
  10. Waste disposal requirements and procedures
- C. In conjunction with the conference the Contractor shall accompany the Owner and Environmental Consultant on a pre-construction walk-through documenting existing condition of finishes and furnishings, reviewing overall Work plan, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

#### **1.06 APPLICABLE STANDARDS AND REGULATIONS**

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:
1. 29 CFR 1910.1001, "Asbestos" (OSHA)
  2. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
  3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
  4. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
  5. 29 CFR 1926, "Construction Industry" (OSHA)
  6. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
  7. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
  8. 40 CFR 61, Subpart A, "General Provisions" (EPA)
  9. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
  10. 49 CFR 171-172, Transportation Standards (DOT)
- C. New York State Regulations:
1. 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL)
  2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
  3. 10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)
  4. "New York State Uniform Fire Prevention and Building Code"
- D. Standards and Guidance Documents:
1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
  2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
  3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
  4. EPA 530-SW-85-007, Asbestos Waste Management Guidance
  5. ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects"

## 1.07 NOTICES

- A. The Contractor shall provide notification of intent to commence asbestos abatement activities as indicated below.
1. At least ten (10) Working days prior to beginning abatement activities, send written notification to:  

U.S. Environmental Protection Agency  
National Emissions Standards for Hazardous Air Pollutants (NESHAPS) Coordinator  
26 Federal Plaza  
New York, NY 10007
  2. At least ten (10) days prior to beginning abatement activities send written notification to:  

New York State Department of Labor  
Division of Safety and Health, Asbestos Control Program.  
State Office Campus  
Building 12 - Room 161B  
Albany, NY 12240

- B. The Contractor is required to send notifications to regulatory agencies via electronic, mail, or package delivery service that will provide proof of delivery and receipt.
- C. The Contractor shall be responsible for maintaining current project filings with regulatory agencies for the duration of the project.
- D. The Contractor shall post and/or provide Building Occupant Notification at least 10 days prior to beginning abatement activities as required by Code Rule 56.

#### **1.08 PROJECT MONITORING AND AIR SAMPLING**

- A. The Owner shall engage the services of an Environmental Consultant (the Consultant) who shall serve as the Owner's Representative in regard to the performance of the asbestos abatement Project and provide direction as required throughout the entire abatement Project period. The consultant and all subconsultants shall not have any contractual relationship with the Contractor for the duration of the asbestos project.
- B. The Contractor is required to ensure cooperation of its personnel with the Consultant for the air sampling and Project monitoring functions described in this section. The Contractor shall comply with all direction given by the Consultant during the course of the Project.
- C. The Consultant shall provide the following administrative services:
  - 1. Review and approve or disapprove all submittals, shop drawings, schedules, and samples.
  - 2. Assure that all notifications to governmental agencies by the Contractor are submitted in a timely manner and are correct in content.
- D. The Consultant shall staff the Project with a trained and certified person(s) to act on the Owner's behalf at the job site. This individual shall be designated as the Abatement Project Monitor (APM).
  - 1. The APM shall be on-site at all times the Contractor is on-site. The Contractor shall not be permitted to conduct any Work unless the APM is on-site (except for inspection of barriers and negative air system during non-working days).
  - 2. The APM shall have the authority to direct the actions of the Contractor verbally and in writing to ensure compliance with the Project documents and all regulations. The APM shall have the authority to Stop Work when gross Work practice deficiencies or unsafe practices are observed, or when ambient fiber concentrations outside the removal area exceed .01 f/cc or background level.
    - a. Such Stop Work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.
    - b. Standby time and air sample collection and analysis required to resolve the situation shall be at the Contractor's expense.
  - 3. The APM shall provide the following services:
    - a. Inspection of the Contractor's Work, practices, and procedures, including temporary protection requirements, for compliance with all regulations and Project specifications.
    - b. Provide abatement Project air sampling as required by applicable regulations (NYS, AHERA) and the Owner. Sampling will include, but not be limited to background, work area preparation, asbestos handling, final cleaning, and clearance air sampling.

- c. Verify daily that all Workers used in the performance of the Project are certified by the appropriate regulatory agency.
  - d. Monitor the progress of the Contractor's Work, and report any deviations from the schedule to the Owner.
  - e. Monitor, verify, and document all waste load-out operations including placement of generator and location labels on each waste container, as required by federal regulations.
  - f. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.
  - g. The APM shall maintain a log on site that documents all project related and Consultant and Contractor actions, activities, and occurrences.
  - h. Verify landfill to be used for waste disposal with waste transporter(driver) and Contractor prior to waste trailer/dumpster leaving site. Confirm the waste transporter firm and landfill are listed on the regulatory notifications for the project and the waste transport vehicle license number is listed on the current NYS DEC Waste Transporter permit.
4. The following minimum inspections shall be conducted by the APM, accompanied by the Contractor's supervisor. Additional inspections shall be conducted as required by Project conditions and/or the Owner's direction. Progression from one phase of Work to the next by the Contractor is only permitted with the written approval of the APM.
- a. Pre-Construction Inspection: The purpose of this inspection is to verify the existing conditions of the Work Areas and to document these conditions.
  - b. Pre-Commencement Inspection: The purpose of this inspection is to verify the integrity of each containment system prior to disturbance of any asbestos containing material. This inspection shall take place only after the Work Area is fully prepped for removal.
  - c. Work Inspections: The purpose of this inspection is to monitor the Work practices and procedures employed on the Project and to monitor the continued integrity of the containment system. Inspections within the removal areas shall be conducted by the APM during all preparation, removal, and cleaning activities at least twice every Work shift. Additional inspections shall be conducted as warranted.
  - d. Pre-Encapsulation Inspection: The purpose of this inspection is to ensure the complete removal of Asbestos Containing Material (ACM), from all surfaces in the Work Area prior to encapsulation.
  - e. Visual Clearance Inspection: The purpose of this inspection is to verify that: all materials in the scope of work have been properly removed; no visible asbestos debris/residue remains; no pools of liquid or condensation remains; and all required cleanings are complete. This inspection shall be conducted before final air clearance testing.
  - f. Post-Clearance Inspection: The purpose of this inspection is to ensure the complete removal of ACM, including debris, from the Work Area after satisfactory final clearance sampling and removal of all isolation and critical barriers and equipment from the Work Area.
  - g. Punch List Inspection: The purpose of this inspection is to verify the Contractor's certification that all Work has been completed as contracted and the existing condition of the area prior to its release to the Owner.
- E. The Consultant shall provide abatement Project air sampling and analysis as required by applicable regulations (New York State and/or AHERA). Sampling will include but is not

limited to, background, work area preparation, asbestos handling, and final cleaning and clearance air sampling.

1. Unless otherwise required by applicable regulations, the Consultant shall have samples analyzed by Phase Contrast Microscopy (PCM). Results shall be available within 24 hours of completion of sampling.
2. Samples shall be collected as required by applicable regulations (New York State and/or AHERA) and these specifications. If Transmission Electron Microscopy (TEM) clearance air sampling is utilized by the owner, the clearance criteria and sampling protocols must be in compliance with AHERA. If PCM air sample analysis results exceed the satisfactory clearance criteria, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard NIOSH/ELAP accepted laboratory analysis method is utilized that shall report each air sample result in fibers per cubic centimeter.
3. If the air sampling during any phase of the abatement project reveals airborne fiber levels at or above .01 fibers/cc or the established background level, whichever is greater, outside the regulated Work Area, Work shall stop immediately and corrective measures required by Code Rule 56 shall be initiated. Notify DASNY project personnel as well as all employers and occupants in adjacent areas. The Contractor shall bear the burden of any and all costs incurred by this delay.
4. The Environmental Consultant shall submit copies of all elevated air sampling results collected during abatement and all elevated final air clearance results to the Commissioner of Labor, as required by regulation.

#### **1.09 CONTRACTOR AIR SAMPLING**

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every Work shift in each Work Area during which abatement activities occur in order to determine that appropriate respiratory protection is being worn and utilized.
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.
- C. The Contractor's laboratory analysis of air samples shall be conducted by an NYS DOH ELAP approved laboratory. The consultant shall not collect or analyze the Contractor's air samples.
- D. Results of personnel air sample analyses shall be available, verbally, within twenty-four (24) hours of sampling and shall be posted upon receipt.

Written laboratory reports shall be delivered and posted at the Work site within five (5) days. Failure to comply with these requirements may result in all work being stopped until compliance is achieved.

#### **1.10 PROJECT SUPERVISOR**

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
  1. The Project Supervisor shall hold New York State certification as an Asbestos Supervisor.
  2. The Project Supervisor shall meet the requirements of a "Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of one year experience as a supervisor.
  3. The Project Supervisor must be able to speak, read, and write English fluently, as well as communicate in the primary language of the Workers.



- B. If the Project Supervisor is not on-site at any time whatsoever, all Work shall be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Contractor may not remove the Project Supervisor from the Project without the written consent of the Owner and the Environmental Consultant; however the Project Supervisor shall be removed from the Project if so requested by the Owner.
- C. The Project Supervisor shall maintain the bound Daily Project Log and the entry/exit logs as required by New York State Department of Labor and section 2.03 of the specifications and the Waste Disposal Log (Appendix B) required by section 4.03 of the specifications.
- D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Asbestos Project Monitor.

#### **1.11 MEDICAL REQUIREMENTS**

- A. Before exposure to airborne asbestos fibers, provide Workers with a comprehensive medical examination as required by 29 CFR 1910.1001, and 29 CFR 1926.1101.
  - 1. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.
  - 2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving potential disturbance of asbestos fibers.

#### **1.12 TRAINING**

- A. As required by applicable regulations, prior to assignment to asbestos Work instruct each employee with regard to the hazards of asbestos, safety and health precautions, and the use and requirements of protective clothing and equipment.
- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit testing.

#### **1.13 RESPIRATORY PROTECTION**

- A. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH).
- B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual.
- C. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations of OSHA Class I or OSHA Class II friable ACM.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.
- F. A storage area for respirators shall be provided by the Contractor in the clean room side of the personnel decontamination enclosure where they will be kept in a clean environment.

- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day.
- H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day. Any loose respirator filters found within the regulated area, must be disposed of as asbestos waste.
- I. Any authorized visitor, Worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and not be permitted to return.
- J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

#### **1.14 DELIVERY AND STORAGE**

- A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area.
  - 1. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
  - 2. Protect materials from unintended contamination and theft.
  - 3. Storage areas shall be kept clean and organized.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified. This includes unused Contractor supplies located in the regulated work area.

#### **1.15 TEMPORARY UTILITIES**

- A. Shut down and lock out all electrical power to the asbestos Work Areas, including lighting circuits. Any electrical power passing through the Work Areas that can't be shut down due to health and safety reasons, shall be protected as per the requirements of Industrial Code Rule 56 and shall not be utilized within the work area.
- B. Provide temporary 120-240 volt, single phase, three wire, 100 amp electric service with Ground Fault Circuit Interrupters (GFCI) for all electric requirements within the asbestos Work Area.
  - 1. Where available, obtain from Owner's existing system. Otherwise provide power from other sources (i.e. generator).
  - 2. Provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all HEPA equipment and tools.
  - 3. Provide wiring and receptacles as required by the Environmental Consultant for project monitoring and air sampling equipment (pumps, fans, leaf blowers, etc.).
  - 4. All power to the Work Area shall be brought in from outside the area through GFCI's at the source.
- C. Provide temporary lighting with "weatherproof" fixtures for all Work Areas including decontamination chambers.
  - 1. The entire Work Area shall be kept illuminated at all times.
  - 2. Provide lighting as required by the Environmental Consultant for the purposes of performing required inspections.

- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- E. Utilize domestic water service, if available, from Owner's existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

## **PART 2 PRODUCTS**

### **2.01 PROTECTIVE CLOTHING**

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

### **2.02 SIGNS AND LABELS**

- A. Provide warning signs and barrier tapes at all approaches to asbestos Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
  - 1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101, minimum 20" x 14" displaying the following legend:

DANGER  
ASBESTOS  
MAY CAUSE CANCER  
CAUSES DAMAGE TO LUNGS  
AUTHORIZED PERSONNEL ONLY  
WEAR RESPIRATORY PROTECTION AND  
PROTECTIVE CLOTHING IN THIS AREA
  - 2. Provide 3" wide yellow barrier tape printed with black lettered, "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos Work Area. Install tape 3' to 4' AFF.
- B. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris and other products contaminated with asbestos.
  - 1. Provide asbestos danger labels of sufficient size to be clearly legible, displaying the following legend:

DANGER  
CONTAINS ASBESTOS FIBERS

MAY CAUSE CANCER  
CAUSES DAMAGE TO LUNGS  
DO NOT BREATHE DUST  
AVOID CREATING DUST

2. Provide the following asbestos labels, of sufficient size to be clearly legible, for display on waste containers (bags or drums) which will be used to transport asbestos contaminated material in accordance with United States Department of Transportation 49 CFR Parts 171 and 172: (Note: Include "RQ" for friable asbestos waste only.)  
RQ, NA2212, (WASTE) ASBESTOS, 9, PGIII
3. Generator identification information shall be affixed to each waste container or any packaging used to containerize asbestos waste indicating the following printed in indelible ink:
  - Generator Name
  - Facility Name
  - Facility Address
  - Date

#### **2.03 DAILY PROJECT LOG & WORK AREA ENTRY/EXIT LOG**

- A. Provide a bound Daily Project Log. The log shall contain on title page the Project name; name, address and phone number of Owner; name, address and phone number of Environmental Consultant; name, address and phone number of Abatement Contractor; emergency numbers including, but not limited to local Fire/Rescue department and all other New York State Department of Labor requirements.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.
- C. All persons entering and exiting the Work Area shall sign the entry/exit log and include name, certification number, and time.
- D. The Project Supervisor shall document all Work performed daily and note all inspections required by Code Rule 56, i.e. testing and inspection of barriers and enclosures.

#### **2.04 SCAFFOLDING AND LADDERS**

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards.
- B. Provide scaffolding and ladders as required by the Environmental Consultant for the purposes of performing required inspections.

#### **2.05 SURFACTANT (AMENDED WATER)**

- A. Wet all asbestos-containing materials prior to removal with surfactant mixed and applied in accordance with manufacturer's printed instructions.

#### **2.06 ENCAPSULANT**

- A. Encapsulant shall be tinted or pigmented so that application when dry is readily discernible.
- B. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon.

## **2.07 WASTE DISPOSAL BAGS, DRUMS, AND CONTAINERS**

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall also be imprinted with U.S. Department of Transportation required markings.
- B. Provide 30 or 55 gallon capacity fiber, plastic, or metal drums capable of being sealed air and water tight if asbestos waste has the potential to damage or puncture disposal bags. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled accordance with 40 CFR Part 61 NESHAPS and Code Rule 56. When the bags/containers are moved to the holding area, lockable trailer, or lockable hardtop dumpster from the waste decontamination system washroom, each bag/container must also be appropriately labeled with the date moved in waterproof markings.
- D. Labeled ACM waste containers or bags shall not be used for non-ACM waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as ACM waste.

## **2.08 HEPA VACUUM EQUIPMENT**

- A. All vacuuming performed under this contract shall be performed with High Efficiency Particulate Air (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.

## **2.09 POWER TOOLS**

- A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be manufacturer equipped with HEPA filtered local exhaust ventilation.

## **2.10 FIRE RETARDANT PLASTIC SHEETING**

- A. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, waste container) shall be at least 6 mil fire retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting. At least 2 layers of 6 mil reinforced fire retardant plastic sheeting shall be used for the flooring.

# **PART 3 EXECUTION**

## **3.01 GENERAL REQUIREMENTS**

- A. Should visible emissions or water leaks be observed outside the Work Area, immediately stop Work and institute emergency procedures per Code Rule 56.

Should there be elevated fiber levels outside the Work Area, immediately stop Work, institute emergency procedures per Code Rule 56, and notify all employers and occupants in adjacent

areas. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.

- B. Valid NYS DOL Asbestos Handler certification cards shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.
- C. The following submittals, documentation, and postings shall be maintained on-site by the Contractor during abatement activities at a location approved by the Abatement Project Monitor:
  - 1. Valid Contractor handling license issued by New York State Department of Labor.
  - 2. NYS DOL Asbestos Handler certification cards for each person employed in the removal, handling, or disturbance of asbestos.
  - 3. Daily OSHA personal air monitoring results.
  - 4. NYS Department of Health ELAP certification for the laboratory that will be analyzing the OSHA personnel air samples.
  - 5. NYS Department of Environmental Conservation Waste Transporter Permit.
  - 6. Project documents (specifications and drawings.)
  - 7. Notifications, Variances, Approved Work Plan. Ensure that the most up-to-date notifications and Variances are on-site.
  - 8. Applicable regulations.
  - 9. Safety Data Sheets of supplies/chemicals used on the Project.
  - 10. Disposal Site/Landfill Permit from applicable regulatory agency.
  - 11. List of emergency telephone numbers.
  - 12. Magnahelic manometer semi-annual calibration certification.
  - 13. Waste Disposal Log.
  - 14. Daily Project Log.
  - 15. Entry/Exit Logs.
- D. The following documentation shall be maintained on-site by the Abatement Project Monitor during abatement activities:
  - 1. Valid Contractor handling license issued by New York State Department of Labor.
  - 2. Air Sample Log.
  - 3. Air sample results.
  - 4. Project Monitor Daily Log
  - 5. Asbestos Survey Report.
  - 6. A copy of ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."
  - 7. Calibration chart for rotometer(s) used on-site.
- E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.
- F. All demolition necessary to access asbestos containing materials for removal must be conducted within negative pressure enclosures by licensed asbestos handlers. Demolition debris may be disposed of as construction and demolition debris provided the Abatement Project Monitor determines that it is not contaminated with asbestos and there has been no disturbance of ACM within the enclosure. If the demolition debris is determined to be contaminated or ACM has been disturbed, it must be disposed of as asbestos waste.

### **3.02 PERSONNEL DECONTAMINATION ENCLOSURE**

- A. Provide personnel decontamination enclosure contiguous to the Work Area or as per Variance. The decontamination enclosure shall be attached to the Work Area and not located within it unless isolation barriers are installed. If the decontamination chamber is accessible to the public it shall be fully framed, sheathed, and lockable to prevent unauthorized entry.
- B. Access to the Work Area will be from the clean room through an air-lock to the shower and through an air lock to the equipment room. Each airlock shall be a minimum of three feet from door to door. Additional air locks shall be provided as required by Code Rule 56 for remote decontamination enclosures.
- C. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil fire retardant plastic sheeting. Two layers of reinforced fire retardant plastic sheeting shall be used to cover the floor.
- D. The entrance to the clean room shall have a lockable door with adequate small openings for Work Area make-up air. Provide suitable lockers for storage of Worker's street clothes. Storage for respirators along with replacement filters and disposable towels shall also be provided.
- E. Provide a temporary shower with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be one shower for every six Workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.
- F. Shower water shall be drained, collected and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- G. The equipment room shall be used for the storage of tools and equipment. A walk-off pan filled with water shall be located in the Work Area outside the equipment room for Workers to clean foot coverings when leaving the Work Area. A labeled 6 mil plastic ACM waste bag for collection of contaminated clothing shall be located in this room.
- H. The personal decontamination enclosure shall be cleaned and disinfected minimally at the end of each Work shift and as otherwise directed by the Asbestos Project Monitor.

### **3.03 WASTE DECONTAMINATION ENCLOSURE**

- A. Provide a waste decontamination enclosure contiguous to the Work area. The decontamination enclosure shall be attached to the Work Area and not located within it unless isolation barriers are installed. If the decontamination chamber is accessible to the public it shall be fully framed, sheathed, and lockable to prevent unauthorized entry.
- B. The waste decontamination enclosure system shall consist of a holding area, air lock and washroom. The airlock shall be a minimum of three feet from door to door. The entrance to the holding area shall have a lockable door.
- C. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil fire retardant plastic sheeting on walls and ceiling. Two layers of reinforced fire retardant plastic sheeting shall be used to cover the floor.

- D. Where there is only one egress from the Work Area, the holding area of the waste decontamination enclosure system may branch off from the personnel decontamination enclosure equipment room, which then serves as the waste wash room.
- E. The waste wash room water shall be drained, collected, and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as asbestos waste.
- F. In small asbestos Projects where only one egress from the Work Area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall immediately be removed from this enclosure.

### **3.04 WORK AREA ENTRY AND EXIT PROCEDURES**

- A. Access to and from the asbestos Work Area is permitted only through the personnel decontamination enclosure unless otherwise stipulated in a Site Specific Variance.
- B. Workers shall sign the entry/exit log upon every entry and exit.
- C. The following procedures shall be followed when entering the Work Area:
  - 1. Before entering the Work Area, Workers shall proceed to the clean room, remove all street clothes, and don protective clothing, equipment, and respirators.
  - 2. Workers shall proceed from the clean room through the shower room and the equipment room and into the Work Area.
- D. The following procedures shall be followed when exiting the Work Area:
  - 1. Before leaving the Work Area, gross asbestos contamination will be removed by brushing, wet cleaning and/or HEPA vacuuming, followed by use of the walk-off pan.
  - 2. In the equipment room, Workers shall remove disposable clothing, but not respirators, and shall place clothing in plastic disposal bags for disposal as contaminated debris prior to entering the shower room. Reusable equipment shall be removed and stored in the equipment room (e.g, work boots).
  - 3. Workers shall shower thoroughly while wearing respirators, then wash respirator with soap and water prior to removal.
  - 4. Upon exiting the shower, Workers shall enter the clean room and don new disposable clothing if the Work shift is to continue or street clothes to exit area. Under no circumstances shall Workers enter public non-Work Areas in disposable protective clothing.
- E. If remote decontamination enclosures are permitted by Code Rule 56 or a Site Specific Variance, workers shall wear two disposable suits for all phases of Work. Workers exiting the work area shall HEPA vacuum the outer suit, enter the airlock, remove the outer suit and then place it back into the Work Area. A clean second suit shall be donned before exiting the airlock and proceeding to the decontamination enclosure or another work area via the designated pathway required by Code Rule 56.

### **3.05 WORK AREA PREPARATION**



- A. Asbestos danger signs shall be posted at all approaches to the asbestos Work Area. Post all emergency exits as emergency exits only on the Work Area side, post with asbestos caution signs on the non-Work Area side.

Provide all non-Work Area stairs and corridors accessible to the asbestos Work Area with warning tapes at the base of stairs and beginning of corridors. Warning tapes shall be in addition to caution signs.

- B. Shut down and lock out the building heating, ventilating, and air conditioning systems. Electrical systems and circuits shall also be shut down unless permitted to remain active per Code Rule 56 and appropriately protected and labeled. Existing lighting sources shall not be utilized. Provide temporary electric power and lighting as specified herein.
- C. All non-ACM surfaces and objects within the Work Area shall be pre-cleaned using HEPA vacuuming and/or wet-wiping methods. Dry sweeping and any other methods that raise dust shall be prohibited. ACM shall not be disturbed during pre-cleaning.
- D. Movable objects within the Work Area shall be HEPA vacuumed and/or wet-wiped and removed from the Work Area.
- E. All non-movable equipment in the Work Area shall be completely covered with 2 layers of fire retardant plastic sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive. Active Fire Protection System components in the Work Area shall not be covered with fire retardant plastic sheeting or any other obstruction.
- F. Provide enclosure of the asbestos Work Area necessary to isolate it from unsealed areas of the building in accordance with the approved asbestos Work plan and as specified herein.
- G. Provide critical barriers by sealing off all openings including but not limited to operable windows and skylights, doorways, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations to surfaces in the Work Area enclosure, using 2 layers of at least 6 mil fire retardant plastic sheeting.
- H. Provide isolation barriers by installing temporary framing and sheathing at openings larger than 32 square feet forming the limits of the asbestos Work Area. Sheathing thickness must be a minimum of 3/8 inch and all sheathing shall be caulked and the Work Area side sealed with two layers of 6 mil fire retardant plastic sheeting. Isolation barriers in stairwells and at work area egress locations shall not be covered with sheathing, only two layers of 6 mil fire retardant plastic sheeting.
- I. Isolation barriers shall be installed at all elevator openings in the Work Area. Elevators running through the regulated abatement work area shall be shut down or isolated as per Code Rule 56. Elevator controls shall be modified so that elevators bypass the Work Area
- J. Provide two independent layers of 6 mil fire retardant plastic sheeting over all floor, wall, and ceiling surfaces. Isolation barriers shall also be covered with two independent layers (for a total of four layers). Sheeting shall be secured with duct tape. All joints in fire retardant plastic sheeting shall overlap 12" minimum. Carpeting left in place shall be covered with 3/8 inch plywood sheathing prior to plasticizing.

- K. Unless otherwise specified for removal, the Contractor shall either protect all fiberglass insulation on piping, ductwork, tanks, etc. in the Work Area using two layers of six mil fire retardant plastic sheeting or remove the insulation as asbestos containing waste. If the Contractor elects to remove the fiberglass insulation as asbestos-contaminated, he/she shall be responsible for reinsulation if reinsulation of removed insulations is part of the Contract or Project.
- L. Frame out emergency exits from Work Area. Provide double layer 6 mil fire retardant plastic sheeting and tape seal opening. Post as emergency exits only and tape utility knife to the Work Area side of each exit. Within the Work Area, mark the locations and directions of emergency exits throughout the Work Area using exit signs and/or duct tape.
- M. Remove all items attached to or in contact with ACM only after the Work Area enclosure is in place. HEPA vacuum and wet wipe with amended water all items prior to their removal from the Work Area and before the start of asbestos removal operations.
- N. Suspended ceiling tiles shall only be removed after Work Area preparation is complete. If possible, non-contaminated ceiling tiles shall be HEPA vacuumed and removed from the Work Area before asbestos removals begin. Contaminated ceiling tiles shall be disposed of as asbestos waste.

### **3.06 NEGATIVE AIR PRESSURE FILTRATION SYSTEM**

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 in. of water column within all full enclosure areas relative to adjacent unsealed areas and that provides a minimum of 4 air changes per hour in the Work Area during abatement and 6 air changes for non-friable flooring and/or mastic removal.
- B. Such filtration systems must be made operational after critical and isolation barriers are installed but before wall, floor, and ceilings are plasticized and shall be operated 24 hours per day during the entire Project until the final cleanup is completed and satisfactory results of the final air samples are received from the laboratory.
- C. The system shall include a series of pre-filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours (25 continuous days) of operation. HEPA filter sides shall be marked with installation date during all new HEPA filter installations on project.
- D. A minimum of one additional filtration unit of at least the same capacity as the primary unit(s) shall be installed and fully functional to be used during primary unit (s) filter changing and in case of primary failure.
- E. At no time will the unit exhaust indoors, within 15 feet of a receptor, including but not limited to windows and doors, or adversely affect the air intake of the building. Exhaust ducting shall not exceed 25' in length, except as allowed by Industrial Code Rule 56. Provide construction fencing at ground level exhaust termination locations per Code Rule 56.
- F. Upon electric power failure or shut-down of any filtration unit, all abatement activities shall stop immediately and only resume after power is restored and all filtration units are fully operating.

For shut-downs longer than one hour, all openings into the Work Area, including the decontamination enclosures, shall be sealed.

- G. For all OSHA Class I removal Work Areas, the Contractor shall provide a manometer to verify negative air pressure. Manometers shall be read twice daily and recorded within the Daily Project Log.
- H. There shall be at least a 4 hour settling period after the Work Area is fully prepared and the negative filtration units have been started to ensure integrity of the barriers.
- I. Once installed and operational, the Contractor's Supervisor shall conduct daily inspections of the Work Area to insure the airtight integrity of the enclosure and operation of the negative air system. Findings shall be recorded within the Daily Project Log. Inspections shall also be conducted on days when no abatement activities are in progress per Code Rule 56 (i.e. weekends).

### **3.07 REMOVAL OF ASBESTOS CONTAINING MATERIALS**

- A. Asbestos-containing materials shall be removed in accordance with the Contract Documents and the approved Asbestos Work Plan. Only one type of ACM shall be abated at a time within a Work Area. Where there are multiple types of ACM requiring abatement, Code Rule 56 procedures for sequential abatement shall be followed.
- B. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.
- C. One Worker shall continuously apply amended water while ACM is being removed.
- D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with manufacturer HEPA equipped filtered local exhaust ventilation, as required by regulation.
- E. Upon removal of ACM from the substrate, the newly exposed surfaces shall be HEPA vacuumed and/or wet cleaned. Surfaces must be thoroughly cleaned using necessary methods and any required solvents to completely remove any adhesive, mastic, etc.
- F. All removed material shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate. Cleanup of accumulations of loose debris or waste shall be performed whenever there is enough accumulation to fill a single bag or container and minimally at the end of each workshift.
- G. Large components shall be wrapped in two layers of 6 mil fire retardant plastic sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with sheeting.
- H. Power or pressure washers are not permitted for asbestos removal or clean-up procedures unless approved in a Site Specific Variance and allowed by owner.

- I. All open ends of pipe and duct insulation not scheduled for removal shall be encapsulated using lag cloth.
- J. All construction and demolition debris determined by the Environmental Consultant to be contaminated with asbestos shall be handled and disposed of as asbestos waste.
- K. The use of metal shovels, metal dust pans, etc. are not permitted inside the work area.

### **3.08 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES**

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the Work Area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. The persons in the Work Area shall not enter the airlock. No gross removal operations are permitted when waste transfer is in progress.
- B. The containers and equipment shall be removed from the airlock by persons stationed in the washroom during waste removal operations. The external surfaces of containers and equipment shall be cleaned a second time by wet cleaning.
- C. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated 6 mil plastic bags or sheeting, as the item's physical characteristics demand, and sealed airtight.
- D. The clean recontainerized items shall be moved into the airlock that leads to the holding area. Workers in the washroom shall not enter this airlock.
- E. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from the holding area.
- F. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area until transfer to the waste container. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- G. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- H. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

### **3.09 WORK AREA DECONTAMINATION, CLEANING, AND CLEARANCE PROCEDURES**

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed unless modified by a Site Specific Variance.
- B. First Cleaning:

1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
  2. All surfaces in the Work Area shall be wet cleaned, except active fire protection system components that may be damaged by water. A wet-purpose shop vacuum may be used to pick up excess liquid, and may either be decontaminated prior to removal from the Work Area or disposed of as asbestos waste.
  3. The Abatement Project Monitor (APM) shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
  4. The Contractor shall then apply a thin coat of encapsulant to all surfaces in the Work Area that were not the subject of removal. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The APM shall determine adequacy of coverage.
  5. After the encapsulant has been applied and the required waiting/settling / drying time has elapsed, the first layer of fire retardant plastic sheeting shall then be removed and bagged as asbestos waste.
- C. Second Cleaning
1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned. Wet cleaning of active fire protection system components is not necessary if damage may occur.
  2. The APM shall conduct a second visual inspection of the Work Area for cleanliness.
  3. After the required waiting/settling/drying time has elapsed, the second layer of fire retardant plastic sheeting shall be removed and bagged as asbestos waste.
- D. Third Cleaning
1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned. Wet cleaning of active fire protection system components is not necessary if damage may occur.
  2. After the required waiting/settling/drying time has elapsed, the APM shall conduct a third visual inspection of the Work Area for completeness of abatement and cleanliness. The APM shall document the results of the visual inspection in the Project Monitor Log and Contractor's Daily Project Log.
  3. After satisfactory APM visual inspection, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant provided no visible asbestos debris/residue; pools of liquid, or condensation remains. NOTE: TEM samples should be used vs. PCM if demolition or other dust-generating evolutions are taking place in adjacent areas, as evident from excessive loading.
  4. Upon receipt of satisfactory final clearance air sampling results, the negative air pressure equipment can then be shut down, and the isolation and critical barriers removed and bagged as asbestos waste. Following this and satisfactory inspections by the project supervisor and the APM for cleanliness, the decontamination enclosures shall be removed.
- E. As a result of any visual inspection by the APM or should air sampling results indicate high fiber levels, the Contractor will reclean the affected areas at no additional expense to the Owner.

### **3.10 TENT ENCLOSURES**

- A. Tent enclosures may only be used where specifically permitted by Code Rule 56 or a Site Specific Variance issued by the NYS Department of Labor.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel decontamination enclosures shall be constructed. Configuration shall be as required by Project size and a washroom with attached airlock shall be constructed contiguous to the tent enclosure for small and large size tent enclosure work areas. For tent enclosures with gross abatement of friable materials, a contiguous decontamination system shall be constructed, maintained and utilized, except for minor size tent enclosure work areas where an adjacent decontamination room or area is permitted by Code Rule 56.
- D. The Work Area shall be precleaned. All objects and equipment that will remain in the restricted area during abatement shall be sealed with two layers of six mil polyethylene and tape.
- E. The tent shall be a single use barrier constructed with a rigid frame and at least two layers of six mil polyethylene unless one layer of six mil polyethylene is otherwise permitted by Code Rule 56. Tents with twenty (20) square feet or less of floor space or no gross removal of friable ACM shall be constructed of one (1) layer of six mil polyethylene and shall include walls, ceilings and a floor (except portions of walls, floors and ceilings that are the removal surface) with double folded seams. All seams shall be sealed airtight using duct tape and/or spray adhesive.
- F. The tent shall be constructed with at least one airlock for worker/waste egress.
- G. A manometer shall be used for all OSHA Class I abatement.
- H. Negative air shall be maintained at four (4) air changes per hour for non-friable and glovebag abatement tent enclosure work areas. Eight (8) air changes shall be maintained for friable gross removal tent enclosure work areas. In a Minor size abatement tent enclosure work area a HEPA vacuum may be used to maintain the required air changes.
- I. OSHA compliance air monitoring is required per section 1.09.
- J. ACM removal shall follow procedures defined in section 3.07.
- K. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed in the washroom and shall then be placed in a second bag/container before being transferred to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts. These carts shall be held in the holding area until transfer to the waste container. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- L. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
  - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.

2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
3. The Contractor shall then apply a thin coat of encapsulant to all non-removal surfaces covered with plastic in the Work Area. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The APM shall determine adequacy of coverage.
4. After the waiting/settling/drying time requirements have elapsed, the Asbestos Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement. The APM shall document the results of the visual inspection in the Project Monitor Log and Contractor's Daily Project Log.
5. After satisfactory APM visual inspection, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
6. Upon receipt of satisfactory final clearance air sampling results, the tent shall be collapsed into itself, placed in suitable disposal bags, and transferred through the washroom to the waste storage container. Isolation and critical barriers shall then be removed and bagged as asbestos waste followed by satisfactory visual inspections by the project supervisor and the APM for cleanliness.

### **3.11 GLOVEBAG REMOVAL**

- A. Glovebag removals may only be used as specifically permitted by Code Rule 56 or a Site Specific Variance issued by the NYS Department of Labor. Glovebags may only be used on pipe or duct insulation.
- B. In addition to conformance with applicable regulations and variances, glovebag removals are only permitted to be conducted within tent enclosures complying with these specifications.
- C. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- D. Remote personnel decontamination enclosures shall be constructed. Configuration shall be as required by Project size and a washroom with attached airlock shall be constructed contiguous to the tent enclosure.
- E. Glovebag removals shall utilize commercially available glovebags of at least six mil thickness. Use shall be in accordance with the manufacturer's instructions and the following minimum requirements:
  1. The sides of the glovebag shall be cut to fit the size pipe being removed. Tools shall be inserted into the attached tool pocket.
  2. The glovebag shall be placed around the pipe and the open edges shall be folded and sealed with staples and duct tape. The glovebag shall also be sealed at the pipe to form a tight seal.
  3. Openings shall be made in the glovebag for the wetting tube and HEPA vacuum hose. The opening shall be sealed to form a tight seal.
  4. All glovebags shall be smoke tested by the Asbestos Project Monitor under negative pressure using the HEPA vacuum before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.

5. After first wetting the materials to be removed, removal may commence. ACM shall be continuously wetted. After removal of the ACM, the piping shall be scrubbed or brushed so that no visible ACM remains. Open ends of pipe insulation shall be encapsulated.
  6. After the piping is cleaned, the inside of the glovebag shall be washed down and the wetting tube removed. Using the HEPA vacuum, the glovebag shall be collapsed and then twisted and sealed with tape with the ACM at the bottom of the bag.
  7. A disposal bag shall be placed around the glovebag that is then detached from the pipe. The disposal bag is then sealed and transferred through the washroom to the waste storage container.
- F. After glovebag removals are complete, tent decontamination procedures shall be followed.

### **3.12 REMOVALS OF EXTERIOR NON-FRIABLE ACM**

- A. Except as modified by this section, removal of exterior non-friable ACM (i.e. roof flashings, built-up roofing, siding, caulking, glazing compound, transite, tars, sealers, coatings, and other NOB ACM) shall conform to all provisions of this specification.
- B. Unless Site Specific Variances have been otherwise obtained, removals shall be conducted in accordance with the provisions of Code Rule 56.
- C. The Work Area shall be the area from which ACM materials are being removed and shall extend 25 feet from the perimeter of the removal area.
- D. Non-certified Workers are not allowed in the Work Area until the Work Area is cleared by the Asbestos Project Monitor (APM).
- E. Remote personnel decontamination enclosures shall be constructed at a location in accordance with the approved Work Plan. Unless located outside the Work Area, decontamination enclosures are not permitted to be constructed on the roof. Decontamination enclosures shall be constructed as close to the regulated abatement work area as physically possible, but no greater than 50 feet from the building. It shall be cordoned off at a distance of 25 feet to separate it from public areas.
- F. All openings (including but not limited to operable windows, doors, hatches, vents, ducts, and grilles) one story above, one story below, and within 25 feet of the work area shall be sealed with two layers of six mil polyethylene. Alternately, a polyethylene drape may be used instead of sealing windows individually where permitted by Code Rule 56.
- G. The removal of the ACM may require the use of scrapers, solvents, mastic removal chemicals, or other methods/procedures to ensure complete removal.
- H. The Contractor is required to provide temporary protection of the building (i.e. roof, window openings, construction joints, etc.) at the end of each Work shift so as to maintain the building in a watertight condition.
- I. All asbestos waste generated shall be containerized in the work area, prior to transfer to waste storage trailer/dumpster. No waste shall remain in the work area at the end of each work shift. All waste shall be disposed of as RACM asbestos waste including projects where waste transfer procedures are modified by Site Specific Variance.



- J. Dumpsters used for waste storage shall be lined with two layers of six mil polyethylene and shall have a hard top. Where open-top dumpsters are permitted by ICR 56 or a Site Specific Variance, the top shall be closed with polyethylene flaps that are sealed at the end of each work shift.
- K. Personal protective equipment, including respirators, shall be utilized and worn during all removal operations until the Work Area is cleared by the APM.
- L. The Owner may, at his discretion, choose to conduct air sampling. If air samples collected during abatement indicate any airborne asbestos fiber concentration(s) at or above 0.01 f/cc, Work shall be stopped immediately and Work methods shall be altered to reduce the airborne asbestos fiber concentration(s).
- M. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed:
  - 1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned.
  - 2. The APM shall conduct a visual inspection of the Work Area for cleanliness and completeness of abatement. The APM shall document the results of the visual inspection in the Project Monitor Log and Contractor's Daily Project Log.
  - 3. Upon satisfactory visual inspection results, the isolation and critical barriers shall be removed and bagged as asbestos waste. Following this, the decontamination enclosures shall be removed.

### **3.13 NON-FRIABLE FLOORING AND/OR MASTIC REMOVALS**

- A. The following procedures may only be used for the removal of non-friable flooring and/or mastic materials using manual and chemical methods. These procedures shall not apply to beadblaster use or other abrasive abatement methods.
- B. The Contractor shall restrict access to the immediate Work Area where non-friable ACM removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel decontamination enclosures may be utilized and shall be constructed at a location in accordance with the approved Work Plan. A washroom with attached airlock shall be constructed contiguous to each Work area enclosure.
- D. The Work Area shall be prepared per section 3.05, except that ceilings, walls, and floors need not be fully plasticized. However, a four-foot high single layer of 6-mil fire retardant plastic sheeting shall be installed as a splashguard at all walls adjoining mastic removal portions of the work area, to prevent damage to the existing walls.
- E. Negative air shall be maintained at six (6) air changes per hour.

- F. OSHA compliance air monitoring is required per section 1.09.
- G. ACM removal shall follow procedures defined in section 3.07.
- H. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed in the washroom and double-bagged before being passed into the airlock. The bags or containers shall then be transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts.
- I. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
  - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
  - 2. All plastic sheeting splashguards shall be removed and containerized, followed by all surfaces in the Work Area being wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
  - 3. The Contractor shall then apply a thin coat of encapsulant to all non-removal surfaces in the Work Area. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The APM shall determine adequacy of coverage.
  - 4. After the waiting/settling/drying time requirements have elapsed, the Asbestos Project Monitor (APM) shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement. The APM shall document the results of the visual inspection in the Project Monitor Log and Contractor's Daily Project Log.
  - 5. After satisfactory APM visual inspection, aggressive final clearance air sampling shall then be conducted by the Environmental Consultant.
  - 6. Upon receipt of satisfactory final clearance air sampling results, the isolation and critical barriers shall be removed and bagged as asbestos waste. Following this and satisfactory inspections by the project supervisor and the APM for cleanliness the decontamination enclosures shall be removed.

### **3.14 RESTORATION OF UTILITIES, FIRESTOPPING, AND FINISHES**

- A. After final clearance, remove locks and restore electrical and HVAC systems. All temporary power shall be disconnected, power lockouts removed and power restored. All temporary plumbing shall be removed.
- B. Finishes damaged by asbestos abatement activities including, but not limited to, plaster/paint damage due to duct tape, staples, and spray adhesives, and floor tile lifted due to wet or humid conditions, shall be restored prior to final payment.
  - 1. Finishes unable to be restored shall be replaced under this Contract at the Contractor's expense.
  - 2. All foam and expandable foam products and materials used to seal Work Area openings shall be completely removed upon completion of abatement activities.
- C. All penetrations (including, but not limited to, pipes, ducts, etc.) through fire rated construction shall be firestopped using materials and systems tested in accordance with ASTM E814 on Projects where reinsulation is part of the required work.

## **PART 4 DISPOSAL OF ASBESTOS WASTE**

### **4.01 TRANSPORTATION AND DISPOSAL SITE**

- A. The Contractor's Hauler and Disposal Site shall be approved by the Owner. All waste generated during the asbestos project shall be disposed of as RACM asbestos waste.
- B. The Contractor shall give twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste may be taken from the site unless the Contractor and Environmental Consultant are present and the Environmental Consultant authorizes the release of the waste as described herein.
- C. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of all asbestos abatement work.
- D. Upon arrival at the Project Site, the Hauler must possess and present to the Environmental Consultant a valid New York State Department of Environmental Conservation Part 364 Asbestos Hauler's Permit. The Environmental Consultant may verify the authenticity of the hauler's permit with the proper authority and shall verify that the waste is being transported to the disposal site as listed on the DOL/EPA notifications.
- E. The Hauler, with the Contractor and the Environmental Consultant, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Manifests.

### **4.02 WASTE STORAGE CONTAINERS**

- A. All waste containers shall be fully enclosed and lockable (i.e. enclosed dumpster, trailer, etc.). No open containers will be permitted on-site (i.e. open dumpster with canvas cover, etc.) unless specifically permitted by applicable regulation or a Site Specific Variance. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in accordance with Federal, State, and local laws.
- B. The Environmental Consultant shall verify that the waste storage container and/or truck tags (license plates) match that listed on the New York State Department of Environmental Conservation Part 364 permit. Any container not listed on the permit shall be removed from the site immediately.
- C. The container shall be plasticized and sealed with two (2) layers of 6 mil polyethylene. Once on site, it shall be kept locked at all times, except during load out. The waste container shall not be used for storage of equipment or contractor supplies.
- D. While on-site, the container shall be labeled with EPA Danger signage:

**DANGER**  
**CONTAINS ASBESTOS FIBERS**  
**AVOID CREATING DUST**  
**CANCER AND LUNG DISEASE HAZARD**
- E. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be stenciled on both sides and back of the container.
- F. The container is not permitted to be loaded unless it is properly plasticized, has the appropriate danger signage affixed, and has the permit number appropriately stenciled on the container.

- G. Waste generated off-site is not permitted to be brought onto the Project site and loaded into the waste container.
- H. All asbestos waste removed from the project site shall be transported directly to the disposal site without any additional waste being added to the container during transport.

**4.03 OWNER'S AND HAULER'S ASBESTOS WASTE MANIFESTS**

- A. An Asbestos Waste Manifest shall be provided by the Owner (Appendix A) and shall be utilized in conjunction with the Asbestos Hauler's Manifest.
- B. The Owner's Manifest and the Hauler's Manifest shall be completed by the Contractor and verified by the Environmental Consultant that all the information and amounts are accurate and the proper signatures are in place.
- C. The Manifests shall have the appropriate signatures of the Environmental Consultant, the Contractor, and the Hauler representatives prior to any waste being removed from the site.
- D. Copies of the completed Owner's Manifest and the Hauler's Manifest shall be retained by the Environmental Consultant and the Contractor and shall remain on site for inspection.
- E. Upon arrival at the Disposal Site, the Owner's Manifest and the Hauler's Manifest shall be signed by the Disposal Facility operator to certify receipt of ACM covered by the manifest.
- F. The Disposal Facility operator shall return the original Owner's Manifest and the Hauler's Manifest to the Contractor.
- G. The Contractor shall forward copies of the Owner's Manifest and the Hauler's Manifest to the Environmental Consultant within 14 days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.
- H. The Contractor shall utilize the Waste Disposal Log provided by the Owner (Appendix B.) This log shall be maintained by the Project Supervisor and shall be kept on site at all times.
- I. All waste disposal manifests and disposal logs shall be submitted by the Contractor to the Owner with the final close-out documentation.

## **SECTION 033001**

### **CAST-IN-PLACE CONCRETE**

#### **PART 1 GENERAL**

##### **1.01 REFERENCES**

- A. Except as shown or specified otherwise, the Work of this Section shall conform to the requirements of Specifications for Structural Concrete for Buildings ACI 301-05 of the American Concrete Institute.

##### **1.02 DEFINITIONS**

- A. Exposed Construction: Exposed to view.

##### **1.03 SUBMITTALS**

- A. Submittals Package: Submit product data for design mix(es) and materials for concrete specified below at the same time as a package.
- B. Shop Drawings: Placing drawings for bar reinforcement.
- C. Product Data:
  - 1. Concrete design mix(es) with name and location of batching plant.
  - 2. Portland Cement: Brand and manufacturer's name.
  - 3. Fly Ash: Name and location of source, and DOT test numbers.
  - 4. Air-entraining Admixture: Brand and manufacturer's name.
  - 5. Water-reducing Admixture: Brand and manufacturer's name.
  - 6. Aggregates: Name and location of source, and DOT test numbers.
  - 8. Chemical Hardener (Dustproofing): Brand and manufacturer's name, and application instructions.
- D. Samples:
  - 1. Fabric Reinforcement: 8 inches square.
  - 2. Bar Supports: Full size.
- E. Quality Control Submittals:
  - 1. Certificates: Affidavit required under Quality Assurance Article.

##### **1.04 QUALITY ASSURANCE**

- A. Concrete batching plant shall be currently approved as a concrete supplier by the New York State Department of Transportation.
- B. Fly ash supplier shall be currently approved as a fly ash supplier by the New York State Department of Transportation.

- C. Certifications: Affidavit by the bar reinforcement manufacturer certifying that bar material meets the contract requirements.
- D. Source Quality Control: The Director reserves the right to inspect and approve the following items, at his own discretion, either with his own forces or with a designated inspection agency:
  - 1. Batching and mixing facilities and equipment.
  - 2. Sources of materials.

## **1.05 STORAGE**

- A. Store materials so as to insure the preservation of their quality and fitness for the Work. Materials, even though accepted prior to storage, are subject to inspection and shall meet the requirements of the Contract before their use in the Work.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Water-reducing Admixture: ASTM C 494, Type A, and on the New York State Department of Transportation's current "Approved List".
- B. Fly Ash: ASTM C 618, including Table 1A (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.
- C. Chemical Curing and Anti-Spalling Compound: ASTM C-309, Type 1D, Class B, with a minimum 18 percent total solids content. No thinning of material allowed.
  - 1. SureCure Emulsion, Kaufman Products, Inc. 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
  - 2. Cure & Seal by Symons Corp., 200 East Touhy Ave., PO Box 5018, Des Plaines, IL 60017-5018, (847) 298-3200.
  - 3. "Kure N Seal W" by Sonneborn/ BASF Building Systems, 889 Valley Park Dr., Shakopee, MN 55379, (800) 433-9517.
  - 4. Day-Chem Cure & Seal 26 percent (J-22) by Dayton Superior Corp., 721 Richard St., Miamisburg, OH 45342, (800) 745-3700.
  - 5. Acrylseal HS by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
- D. Chemical Hardener (Dustproofing): Colorless aqueous solution of magnesium-zinc fluosilicate. Approved products include:
  - 1. Lapidolith by Sonneborn/ BASF Building Systems, 889 Valley Park Dr., Shakopee, MN 55379, (800) 433-9517.
  - 2. Surfhard by The Euclid Chemical Co., 19218 Redwood Rd., Cleveland, OH 44110, (216) 531-9222.
  - 3. Pena-Lith by W.R. Meadows, Inc., PO Box 543, Elgin, IL 60121, (847) 683-4500.

4. FluoHard by L & M Construction Chemicals, Inc., 14851 Calhoun Rd., Omaha, NE 68152, (402) 453-6600.
  5. Armortop by Anti Hydro International, Inc., 265 Badger Ave., Newark, NJ 07108, (800) 777-1773.
  6. Diamond by Kaufman Products, Inc., 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
- E. Type 1 Expansion Joint Filler: Preformed, resilient, non-extruding cork units; ASTM D 1752, Type II.

## **2.02 PROPORTIONING**

- A. Compressive Strength: Minimum 4000 psi, unless shown or specified otherwise.
- B. Weight: Normal
- C. Durability: Concrete shall be air-entrained. Design air content shall be 6 percent by volume, with an allowable tolerance of plus or minus 1.5 percent for total air content. Entrained air shall be provided by use of an approved air-entraining admixture. Air-entrained cement shall not be used.
- D. Slump:
1. 4000 psi Normal Weight Concrete: Between 2 inches and 3 inches.
- E. Admixtures: Do not use admixtures in concrete unless specified or approved in writing by the Director.
- F. Selection of Proportions: Concrete proportions shall be established on the basis of previous field experience or laboratory trial batches, unless otherwise approved in writing by the Director. Proportion mix with a minimum cement of 611 pounds per cubic yard for 4000 psi concrete.
1. Optional Material: Fly ash may be substituted for (Portland) cement in normal weight concrete up to a maximum of 15 percent by weight of the required minimum (Portland) cement. If fly ash is incorporated in a concrete design mix, make necessary adjustments to the design mix to compensate for the use of fly ash as a partial replacement for (Portland) cement.
    - a. Adjustments shall include the required increase in air-entraining admixture to provide the specified air content.
    - b. Lower early strength of the concrete shall be considered in deciding when to remove formwork.

## **2.03 REINFORCEMENT**

- A. Bar Reinforcement: ASTM A 615, Grade 60, deformed steel bars.
- B. Fabric Reinforcement: ASTM A 185, welded wire fabric, fabricated into flat sheets unless otherwise indicated.

- C. Bar Supports: Galvanized steel or AISI Type 430 stainless steel, and without plastic tips.
- D. Tie Wire: Black annealed wire, 16-1/2 gage or heavier.

## **2.04 JOINTS AND EMBEDDED ITEMS**

- A. Obtain bond at construction joints by the use of bonding agent (adhesive) or the use of cement grout.

## **2.05 PRODUCTION**

- A. Provide ready-mixed concrete, either central-mixed or truck-mixed.

# **PART 3 EXECUTION**

## **3.01 EXAMINATION AND PREPARATION**

- A. Do not use items of aluminum for mixing, chuting, conveying, forming or finishing concrete, except magnesium alloy tools may be used for finishing.
- B. Keep excavations free of water. Do not deposit concrete in water.
- C. Hardened concrete, reinforcement, forms, and earth which will be in contact with fresh concrete shall be free from frost at the time of concrete placement.
- D. Prior to placement of concrete, remove all hardened concrete spillage and foreign materials from the space to be occupied by the concrete.

## **3.02 FORMWORK**

- A. Chamfer all exposed external corners of concrete.

## **3.03 PLACING REINFORCEMENT**

- A. At the time concrete is placed, reinforcement shall be free of mud, oil, loose rust, loose mill scale, and other materials or coatings that may adversely affect or reduce the bond.

## **3.04 PLACING CONCRETE**



- A. Operation of truck mixers and agitators and discharge limitations shall conform to the requirements of ASTM C 94.
- B. Do not allow concrete to free fall more than 4 feet.

### **3.05 FINISHING FORMED SURFACES**

- A. Finish Schedule: Except where indicated otherwise on the Drawings, provide the finishes below:
  - 1. Rough Form Finish for concrete surfaces not exposed to view.
  - 2. Smooth Form Finish for concrete surfaces exposed to view.
  - 3. Smooth Rubbed Finish for exterior concrete surfaces exposed to view.
  - 4. Grout Cleaned Finish for interior concrete surfaces exposed to view.

### **3.06 FINISHING SLABS**

- A. Finish Schedule: Except where indicated otherwise on the Drawings, provide the finishes below:
  - 1. Broom or Belt Finish for:
    - a. Exterior slabs. Texture, as approved by the Owner's Representative.
- C. Finishing, General: Provide monolithic finishes on concrete floors and slabs without the addition of mortar or other filler material. Finish surfaces in true planes, true to line, with particular care taken during screeding to maintain an excess of concrete in front of the screed so as to prevent low spots. Screed and darby concrete to true planes while plastic and before free water rises to the surface. Do not perform finishing operations during the time free water (bleeding) is on the surface.

### **3.07 CURING AND PROTECTION**

- A. Maintain concrete surfaces in a moist condition for at least 7 days after placing, except where otherwise indicated. Do not use curing compound.

### **3.08 CHEMICAL HARDENER**

- A. Apply chemical hardener to all troweled finished slabs which are to be left exposed.
- B. Do not apply chemical hardener until concrete has cured the number of days recommended in manufacturer's instructions.
- C. Prepare surfaces and apply chemical hardener in accordance with manufacturer's printed instructions and recommendations.

### **3.09 FIELD QUALITY CONTROL**

- A. Make available to the Director's Representatives whatever test samples are required to make tests. Furnish shipping boxes for compression test cylinders.

**END OF SECTION**

## SECTION 040110 - MASONRY CLEANING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes cleaning the following:
  - 1. Unit masonry surfaces.
  - 2. Stone surfaces.

#### 1.3 DEFINITIONS

- A. Very Low-Pressure Spray: Under 100 psi (690 kPa).
- B. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s)
- C. Medium-Pressure Spray: 400 to 800 psi (2750 to 5510 kPa); 4 to 6 gpm (0.25 to 0.4 L/s)
- D. High-Pressure Spray: 800 to 1200 psi (5510 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to cleaning masonry including, but not limited to, the following:
    - a. Verify masonry-cleaning equipment and facilities needed to make progress and avoid delays.
    - b. Materials, material application, and sequencing.
    - c. Cleaning program.
    - d. Coordination with building occupants.

#### 1.5 SEQUENCING AND SCHEDULING

- A. Work Sequence: Perform masonry cleaning work in the following sequence:
  - 1. Remove plant growth.
  - 2. Inspect for open mortar joints. Where repairs are required, delay further cleaning work until after repairs are completed, cured, and dried to prevent the intrusion of water and other cleaning materials into the wall.
  - 3. Remove paint/coating.

4. Clean masonry surfaces.
  5. Where water repellents are to be used on or near masonry, delay application of these chemicals until after cleaning.
- B. As sidewalk shed is removed, patch anchor holes used to attach shed. Patch holes in masonry units according to masonry repair Sections. Patch holes in mortar joints according to masonry repointing Sections.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include material descriptions and application instructions.
  2. Include test data substantiating that products comply with requirements.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For paint-remover manufacturer and chemical-cleaner manufacturer.
- B. Preconstruction Test Reports: For cleaning materials and methods.
- C. Cleaning program.

#### 1.8 QUALITY ASSURANCE

- A. Paint-Remover Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection, preconstruction product testing, and on-site assistance.
- B. Chemical-Cleaner Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection, preconstruction product testing, and on-site assistance.
- C. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used; protection of surrounding materials; and control of runoff during operations. Include provisions for supervising worker performance and preventing damage.
1. If materials and methods other than those indicated are proposed for any phase of cleaning work, add a written description of such materials and methods, including evidence of successful use on comparable projects and demonstrations to show their effectiveness for this Project.
- D. Mockups: Prepare mockups of cleaning on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Cleaning: Clean an area approximately 25 sq. ft. (2.3 sq. m) for each type of masonry and surface condition.
  - a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not test cleaners and methods known to have deleterious effect.
  - b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

#### 1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage one or more chemical-cleaner and paint-remover manufacturers to perform preconstruction testing on masonry surfaces.
  1. Use test areas as indicated and representative of proposed materials and existing construction.
  2. Propose changes to materials and methods to suit Project.

#### 1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry-cleaning work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Clean masonry surfaces only when air temperature is 40 deg F (4 deg C) and above and is predicted to remain so for at least seven days after completion of cleaning.

### PART 2 - PRODUCTS

#### 2.1 PAINT REMOVERS

- A. Low-Odor, Solvent-Type Paste Paint Remover: Manufacturer's standard low-odor, water-rinsable, solvent-type paste, gel, or foamed emulsion formulation, for removing paint from masonry; containing no methanol or methylene chloride.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide PROSOCO Inc., Enviro Klean Safety Peel 1, Enviro Klean, Enviro Klean Safstrip8, Enviro Klean Safstrip, or a comparable product by one of the following:
    - a. Dumond Chemicals, Inc, New York, NY 10036
    - b. BASF Corporation, Florham Park, NJ 07932
    - c. Approved Equal.

#### 2.2 CLEANING MATERIALS

- A. Water: Potable.

- B. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Detergent Solution, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.
- D. Mold, Mildew, and Algae Remover, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.
- E. Nonacidic Gel Cleaner: Manufacturer's standard gel formulation, with pH between 6 and 9, that contains detergents with chelating agents and is specifically formulated for cleaning masonry surfaces.
  - 1. PROSOCO, Inc., Lawrence, KS 66046 .
  - 2. Cathedral Stone Products, Inc., Hanover MD 21076
  - 3. Approved Equal.
- F. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.
  - 1. PROSOCO, Inc., Lawrence, KS 66046 .
  - 2. Cathedral Stone Products, Inc., Hanover MD 21076
  - 3. Approved Equal.

## 2.3 ACCESSORY MATERIALS

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, glazed masonry, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.

## 2.4 CHEMICAL CLEANING SOLUTIONS

- A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended in writing by chemical-cleaner manufacturer.
- B. Acidic Cleaner Solution for Nonglazed Masonry and Unpolished Stone: Dilute acidic cleaner with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended in writing by chemical-cleaner manufacturer.
  - 1. Stones: Use only on unpolished granite, unpolished dolomite marble, and siliceous sandstone.
- C. Acidic Cleaner for Nonglazed Masonry and Unpolished Stone: Dilute acidic cleaner with water to concentration demonstrated by testing that does not etch or otherwise damage glazed or polished surface, but not greater than that recommended in writing by chemical-cleaner manufacturer.
  - 1. Stones: Use only on polished granite and polished dolomite marble.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Comply with each manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent paint removers and chemical cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
  - 1. Cover adjacent surfaces with materials that are proven to resist paint removers and chemical cleaners used unless products being used will not damage adjacent surfaces. Use protective materials that are waterproof and UV resistant. Apply masking agents according to manufacturer's written instructions. Do not apply liquid strippable masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  - 2. Do not apply chemical solutions during winds of enough force to spread them to unprotected surfaces.
  - 3. Neutralize alkaline and acid wastes before disposal.
  - 4. Dispose of runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- B. Remove gutters and downspouts and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall when masonry cleaning is complete.
  - 1. Provide temporary rain drainage during work to direct water away from building.

### 3.2 CLEANING MASONRY, GENERAL

- A. Cleaning Appearance Standard: Cleaned surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.
- B. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.
- C. Use only those cleaning methods indicated for each masonry material and location.
  - 1. Brushes: Do not use wire brushes or brushes that are not resistant to chemical cleaner being used.
  - 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage surfaces, including joints.
    - a. Equip units with pressure gages.
    - b. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with nozzle having a cone-shaped spray.
    - c. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
    - d. For high-pressure water-spray application, use fan-shaped spray that disperses water at an angle of at least 40 degrees.

- e. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.
  - f. For steam application, use steam generator capable of delivering live steam at nozzle.
- D. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces. Keep wall wet below area being cleaned to prevent streaking from runoff.
- E. Perform additional general cleaning, paint and stain removal, and spot cleaning of small areas that are noticeably different when viewed according to the "Cleaning Appearance Standard" Paragraph, so that cleaned surfaces blend smoothly into surrounding areas.
- F. Water Application Methods:
  - 1. Water-Soak Application: Soak masonry surfaces by applying water continuously and uniformly to limited area for time indicated. Apply water at low pressures and low volumes in multiple fine sprays using perforated hoses or multiple spray nozzles. Erect a protective enclosure constructed of polyethylene sheeting to cover area being sprayed.
  - 2. Water-Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from masonry surface and apply water in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- H. Steam Cleaning: Apply steam to masonry surfaces at the very low pressures indicated for each type of masonry. Hold nozzle at least 6 inches (150 mm) from masonry surface and apply steam in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- J. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces according to chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi (345 kPa). Do not allow chemicals to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.
- L. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
  - 1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.
- M. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.



### 3.3 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing remaining growth to dry as long as possible before removal. Remove loose soil and plant debris from open joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to planned cleaning methods. Extraneous substances include paint, calking, asphalt, and tar.
  - 1. Carefully remove heavy accumulations of rigid materials from masonry surface with sharp chisel. Do not scratch or chip masonry surface.
  - 2. Remove asphalt and tar with solvent-type paste paint remover
    - a. Comply with requirements in "Paint Removal" Article.
    - b. Apply paint remover only to asphalt and tar by brush without prewetting.
    - c. Allow paint remover to remain on surface for 10 to 30 minutes.
    - d. Repeat application if needed.

### 3.4 PAINT REMOVAL

- A. Paint-Remover Application, General: Apply paint removers according to paint-remover manufacturer's written instructions. Do not allow paint removers to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.
- B. Paint Removal with Solvent-Type Paste Paint Remover:
  - 1. Remove loose and peeling paint using medium-pressure water spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
  - 2. Apply thick coating of paint remover to painted surface with natural-fiber cleaning brush, deep-nap roller, or large paint brush. Apply in one or two coats according to manufacturer's written instructions.
  - 3. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
  - 4. Rinse with cold water applied by medium-pressure spray to remove chemicals and paint residue.
  - 5. When Enviro Klean Safety Peel 1 is not effective, test Enviro Klean Safety Peel 2, Enviro Klean Safety Peel 3, Enviro Klean Safstrip8, or Enviro Klean Safstrip, or a comparable product.

### 3.5 CLEANING MASONRY

- A. Cold-Water Soak:
  - 1. Apply cold water by intermittent spraying to keep surface moist.
  - 2. Use perforated hoses or other means that apply a fine water mist to entire surface being cleaned.
  - 3. Apply water in cycles of five minutes on and 20 minutes off.
  - 4. Continue spraying until surface encrustation has softened enough to permit its removal by water wash, as indicated by cleaning tests for 72 hours.

5. Remove soil and softened surface encrustation from surface with cold water applied by low-pressure spray.
- B. Cold-Water Wash: Use cold water applied by medium-pressure spray.
- C. Hot-Water Wash: Use hot water applied by medium-pressure spray.
- D. Steam Cleaning: Apply steam at very low pressures not exceeding 30 psi (207 kPa). Remove dirt softened by steam with wood scrapers, stiff-nylon or -fiber brushes, or cold-water wash, as indicated by cleaning tests.
- E. Detergent Cleaning:
  1. Wet surface with cold water applied by low-pressure spray.
  2. Scrub surface with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet.
  3. Rinse with cold water applied by medium-pressure spray to remove detergent solution and soil.
  4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.
- F. Mold, Mildew, and Algae Removal:
  1. Wet surface with cold water applied by low-pressure spray.
  2. Apply mold, mildew, and algae remover by brush or low-pressure spray.
  3. Scrub surface with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that surface remains wet.
  4. Rinse with cold water applied by medium-pressure spray to remove mold, mildew, and algae remover and soil.
  5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.
- G. Nonacidic Gel Chemical Cleaning:
  1. Wet surface with cold water applied by low-pressure spray.
  2. Apply gel cleaner in 1/8-inch (3-mm) thickness by brush, working into joints and crevices. Apply quickly and do not brush out excessively, so area is uniformly covered with fresh cleaner and dwell time is uniform throughout area being cleaned.
  3. Let cleaner remain on surface for period recommended in writing by chemical-cleaner manufacturer.
  4. Remove bulk of gel cleaner.
  5. Retain one of first two options and one of last three options in first subparagraph below.
  6. Rinse with cold water applied by medium-pressure spray to remove chemicals and soil.
  7. Repeat cleaning procedure above where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.

- H. Nonacidic Liquid Chemical Cleaning:
1. Wet surface with hot water applied by low-pressure spray.
  2. Apply cleaner to surface in two applications by brush or low-pressure spray.
  3. Let cleaner remain on surface for period recommended in writing by chemical-cleaner manufacturer.
  4. Rinse with cold water applied by medium -pressure spray to remove chemicals and soil.
  5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.

### 3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage paint-remover manufacturer's and chemical-cleaner manufacturer's factory-authorized service representatives for consultation and Project-site inspection, and provide on-site assistance when requested by Architect. Have paint-remover manufacturer's and chemical-cleaner manufacturer's factory-authorized service representatives visit Project site not less than twice to observing progress and quality of the work.

### 3.7 FINAL CLEANING

- A. Clean adjacent nonmasonry surfaces of spillage and debris. Use detergent and soft brushes or cloths.
- B. Remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- C. Remove masking materials, leaving no residues that could trap dirt.

END OF SECTION 040110

## SECTION 040120.63 - BRICK MASONRY REPAIR

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Repairing brick masonry.
  - 2. Removing abandoned anchors.
  - 3. Painting steel uncovered during the work.

#### 1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of bricks to freezing and thawing.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to brick masonry repair including, but not limited to, the following:
    - a. Verify brick masonry repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Materials, material application, sequencing, tolerances, and required clearances.
    - c. Quality-control program.
    - d. Coordination with building occupants.

#### 1.5 SEQUENCING AND SCHEDULING

- A. Order sand and gray portland cement for colored mortar immediately after approval of Samples. Take delivery of and store at Project site enough quantity to complete Project.

- B. Work Sequence: Perform brick masonry repair work in the following sequence, which includes work specified in this and other Sections:
1. Remove plant growth.
  2. Inspect masonry for open mortar joints and point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  3. Remove paint.
  4. Clean masonry.
  5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
  6. Repair masonry, including replacing existing masonry with new masonry materials.
  7. Rake out mortar from joints to be repointed.
  8. Point mortar and sealant joints.
  9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
  10. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.
- C. As sidewalk shed is removed, patch anchor holes used to attach shed. Patch holes in bricks according to "Brick Masonry Patching" Article. Patch holes in mortar joints according to Section 040120.64 "Brick Masonry Repointing."

## 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  2. Include recommendations for product application and use.
  3. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
1. Include plans, elevations, sections, and locations of replacement bricks on the structure, showing relation of existing and new or relocated units.
  2. Show provisions for expansion joints or other sealant joints.
  3. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.
  4. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches (150 mm) long by 1/2 inch (13 mm) wide, set in aluminum or plastic channels.
    - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
    - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
  2. Sand Types Used for Mortar: Minimum 8 oz. (240 mL) of each in plastic screw-top jars.

3. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of masonry representative of the range of masonry colors on the building.
    - a. Have each set contain a close color range of at least **six** Samples of different mixes of patching compound that matches the variations in existing masonry when cured and dry.
  4. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
1. Each type of brick unit to be used for replacing existing units. Include sets of Samples to show the full range of shape, color, and texture to be expected. For each brick type, provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.
  2. Each type of patching compound in the form of briquettes, at least 3 inches (75 mm) long by 1-1/2 inches (38 mm) wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
  3. Accessories: Each type of accessory and miscellaneous support.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For brick masonry repair specialist including field supervisors and workers and testing service.
- B. Preconstruction Test Reports: For existing bricks and mortar and replacement bricks.
- C. Quality-control program.

#### 1.8 QUALITY ASSURANCE

- A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.
  1. Field Supervision: Brick masonry repair specialist firm shall maintain experienced full-time supervisors on Project site during times that brick masonry repair work is in progress.
  2. Brick Masonry Repair Worker Qualifications: When bricks are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

- C. Mockups: Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
    - a. Replacement: Four brick units replaced.
    - b. Patching: Three small holes as directed for each type of brick indicated to be patched.
  2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on brick masonry as follows:
1. Provide test specimens as indicated and representative of proposed materials and existing construction.
  2. Replacement Brick: Test each proposed type of replacement brick according to sampling and testing methods in ASTM C67 for compressive strength, 24-hour cold-water absorption, five-hour boil absorption, saturation coefficient, and initial rate of absorption (suction).
  3. Existing Brick: Test each type of existing brick indicated for replacement according to testing methods in ASTM C67 for compressive strength, 24-hour cold-water absorption, five-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). Carefully remove five existing units from locations designated by Architect. Take testing samples from these units.
  4. Existing Mortar: Test according to ASTM C1324, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
  5. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver bricks to Project site strapped together in suitable packs or pallets or in heavy-duty cartons and protected against impact and chipping.
- B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- F. Handle bricks to prevent overstressing, chipping, defacement, and other damage.

#### 1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit brick masonry repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repair brick masonry only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair unless otherwise indicated:
  - 1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
  - 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Source Limitations: Obtain each type of material for repairing brick masonry (brick, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.



## 2.2 MASONRY MATERIALS

- A. Face Brick: As required to complete brick masonry repair work.
  - 1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork and with physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
  - 2. Brick Matching Architect's Sample: Units with colors, color variation within units, surface texture, and physical properties that match Architect's sample. Match existing units in size and shape.
  - 3. Special Shapes:
    - a. Provide molded, 100 percent solid shapes for applications where core holes or "frogs" could be exposed to view or weather when in final position and where shapes produced by sawing would result in sawed surfaces being exposed to view.
    - b. Provide specially ground units, shaped to match patterns, for arches and where indicated.
    - c. Mechanical chopping or breaking brick, or bonding pieces of brick together by adhesive, are unacceptable procedures for fabricating special shapes.
  - 4. Tolerances as Fabricated: According to tolerance requirements in ASTM C216, Type FBX.
- B. Building Brick: ASTM C62, of same vertical dimension as face brick, for masonry work concealed from view.
  - 1. Grade SW where in contact with earth.
  - 2. Grade SW or MW for concealed backup.

## 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Masonry Cement: ASTM C91/C91M.
  - 1. Lafarge North America, Inc. Chicago, IL 60631
  - 2. Approved Equal.
- D. Mortar Cement: ASTM C1329/C1329M.
  - 1. Lafarge North America, Inc. Chicago, IL 60631
  - 2. Approved Equal.
- E. Mortar Sand: ASTM C144.
  - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
  1. Lanxess Corporation, Pittsburgh PA 15275
  2. Solomin Colors, Inc. Springfield IL 62702
  3. Approved Equal.
- G. Water: Potable.

## 2.4 MANUFACTURED REPAIR MATERIALS

- A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.
  1. Cathedral Stone Products, Inc., Hanover MD 21076 or Approved Equal.
  2. Use formulation that is vapor and water permeable (equal to or more than the brick), exhibits low shrinkage, has lower modulus of elasticity than bricks being repaired, and develops high bond strength to all types of masonry.
  3. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
  4. Formulate patching compound in colors and textures to match each brick being patched. Provide no fewer than three colors to enable matching of the color, texture, and variation of each unit.

## 2.5 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of bricks, less the required depth of pointing materials unless removed before pointing.
- B. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- C. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer according to MPI #23 (surface-tolerant, anticorrosive metal primer) or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
  1. Surface Preparation: Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning" or SSPC-SP 3, "Power Tool Cleaning" surface preparation according to manufacturer's literature or certified statement.
  2. VOC Limit: Use coating with a VOC content of 400 g/L (3.3 lb/gal.) or less.
- D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  1. Previous effectiveness in performing the work involved.
  2. Minimal possibility of damaging exposed surfaces.

3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could leave residue on surfaces.

## 2.6 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  1. Rebuilding (Setting) Mortar by Volume: ASTM C270, Proportion Specification, 1 part portland cement, 1 part lime, and 6 parts sand.
  2. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.
  3. Rebuilding (Setting) Mortar by Property: ASTM C270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.
  4. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
  1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
  2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
  3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to masonry and store during masonry repair. Reinstall when repairs are complete.
  1. Provide temporary rain drainage during work to direct water away from building.

### 3.2 MASONRY REPAIR, GENERAL

- A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

### 3.3 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain.
  - 1. Remove items carefully to avoid spalling or cracking masonry.
  - 2. Notify Architect before proceeding if an item cannot be removed without damaging surrounding masonry. Do the following where directed:
    - a. Cut or grind off item approximately 3/4 inch (20 mm) beneath surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
    - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
  - 3. Patch hole where each item was removed unless directed to remove and replace bricks.

### 3.4 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
  - 1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Coordinate with new flashing, reinforcement, and lintels, which are specified in other Sections.
- D. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole bricks as possible.
  - 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
  - 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
  - 3. Store brick for reuse. Store off ground, on skids, and protected from weather.

4. Deliver cleaned brick not required for reuse to Owner unless otherwise indicated.
- F. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.
- G. Replace removed damaged brick with other removed brick in good condition, where possible, or with new brick matching existing brick. Do not use broken units unless they can be cut to usable size.
- H. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  1. Maintain joint width for replacement units to match existing joints.
  2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- I. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.) Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  2. Rake out mortar used for laying brick before mortar sets according to Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
  3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

### 3.5 PAINTING STEEL UNCOVERED DURING THE WORK

- A. Notify Architect if steel is exposed during masonry removal. Where Architect determines that steel is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
  1. Surface Preparation: Remove paint, rust, and other contaminants according to SSPC-SP 3, "Power Tool Cleaning" or SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning", as applicable to comply with paint manufacturer's recommended preparation.
  2. Antirust Coating: Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
- B. If on inspection and rust removal, the thickness of a steel member is found to be reduced from rust by more than 1/16 inch (1.6 mm), notify Architect before proceeding.

### 3.6 BRICK MASONRY PATCHING

- A. Patch the following bricks unless another type of repair or replacement is indicated:
  - 1. Bricks indicated to be patched.
- B. Patching Bricks:
  - 1. Remove loose material from masonry surface. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than recommended in writing by patching compound manufacturer.
  - 2. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of brick.
  - 3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
  - 4. Rinse surface to be patched and leave damp, but without standing water.
  - 5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
  - 6. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
  - 7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of brick. Shape and finish surface before or after curing, as determined by testing, to best match existing brick.
  - 8. Keep each layer damp for 72 hours or until patching compound has set.
  - 9. Remove and replace patches with hairline cracks or that show separation from brick at edges, and those that do not match adjoining brick in color or texture.

### 3.7 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Notify inspectors in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

3.9 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property.

Masonry Waste: Remove masonry waste and legally dispose of off Owner's property.

END OF SECTION 040120.63

## SECTION 040120.64 - BRICK MASONRY REPOINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Repointing joints with mortar.

#### 1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to repointing brick masonry including, but not limited to, the following:
    - a. Verify brick masonry repointing specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Materials, material application, sequencing, tolerances, and required clearances.
    - c. Quality-control program.
    - d. Coordination with building occupants.

#### 1.5 SEQUENCING AND SCHEDULING

- A. Order sand and gray portland cement for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform brick masonry repointing work in the following sequence, which includes work specified in this and other Sections:
  - 1. Remove plant growth.
  - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  - 3. Remove paint/coating.
  - 4. Clean masonry.



5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
  6. Repair masonry, including replacing existing masonry with new masonry materials.
  7. Rake out mortar from joints to be repointed.
  8. Point mortar and sealant joints.
  9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
  10. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.
- C. As sidewalk shed is removed, patch anchor holes used to attach shed. Patch holes in bricks according to Section 040120.63 "Brick Masonry Repair." Patch holes in mortar joints according to "Repointing" Article.

## 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  2. Include recommendations for product application and use.
  3. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
1. Include plans, elevations, sections, and locations of repointing work on the structure.
  2. Show provisions for expansion joints or other sealant joints.
  3. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.
    - a. Have each set contain a close color range of at least six Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
    - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
  2. Sand Type Used for Pointing Mortar: Minimum 8 oz. (240 mL) of each in plastic screw-top jars.
  3. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
1. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.
    - c. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
  2. Accessories: Each type of accessory and miscellaneous support.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For brick masonry repointing specialist including field supervisors and workers and testing service.
- B. Preconstruction Test Reports: For existing bricks and mortar.
- C. Quality-control program.

## 1.8 QUALITY ASSURANCE

- A. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work.
  - 1. Field Supervision: Brick masonry repointing specialist firms shall maintain experienced full-time supervisors on Project site during times that brick masonry repointing work is in progress.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.
- C. Mockups: Prepare mockups of brick masonry repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Repointing: Rake out joints in two separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide for each type of repointing required, and repoint one of the areas.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on masonry units as follows:
  - 1. Provide test specimens as indicated and representative of proposed materials and existing construction.
  - 2. Existing Brick: Test each type of existing brick indicated for repointing according to testing methods in ASTM C67 for compressive strength, 24-hour cold-water absorption, five-hour boil absorption, saturation coefficient, and initial rate of

absorption (suction). Carefully remove five existing units from locations designated by Architect. Take testing samples from these units.

3. Existing Mortar: Test according to ASTM C1324, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
4. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

#### 1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
  1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
  2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Source Limitations: Obtain each type of material for repointing brick masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

### 2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Masonry Cement: ASTM C91/C91M.
  - 1. Lafarge North America Inc., Chicago IL
  - 2. Cemex S.A.B. de C.V.
  - 3. Approved Equal.
- D. Mortar Cement: ASTM C1329/C1329M.
  - 1. Lafarge North America Inc., Chicago IL
  - 2. Approved Equal.
- E. Mortar Sand: ASTM C144.
  - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Water: Potable.

### 2.3 ACCESSORY MATERIALS

- A. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.

5. Do not use products or tools that could leave residue on surfaces.

## 2.4 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  1. Pointing Mortar by Volume: ASTM C270, Proportion Specification, 1 part portland cement, 1 part lime, and 6 parts sand. Add mortar pigments to produce mortar colors required.
  2. Pointing Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime or mortar cement. Add mortar pigments to produce mortar colors required.
  3. Pointing Mortar by Property: ASTM C270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime or mortar cement. Add mortar pigments to produce mortar colors required.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
  1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
  2. Keep wall area wet below pointing work to discourage mortar from adhering.
  3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to masonry and store during masonry repointing. Reinstall when repointing is complete.
  1. Provide temporary rain drainage during work to direct water away from building.

### 3.2 MASONRY REPOINTING, GENERAL

- A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

### 3.3 REPOINTING

- A. Rake out and repoint joints to the following extent:
  - 1. All joints in areas indicated.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
  - 1. Remove mortar from joints to depth of 2-1/2 times joint width, but not less than 3/4 inch (20 mm)] or not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches (50 mm) deep; consult Architect for direction.
  - 2. Remove mortar from brick and other masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  - 3. Do not spall edges of brick or other masonry units or widen joints. Replace or patch damaged brick or other masonry units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
  - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
  - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
  - 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
  - 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
  - 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

- F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

### 3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify inspectors and Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors and Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040120.64

## SECTION 040140.61 - STONE REPAIR

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Repairing stone masonry.
  - 2. Removing abandoned anchors.
  - 3. Painting steel uncovered during the work.

#### 1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Rift: The most pronounced direction of splitting or cleavage of a stone.
- D. Stone Terminology: ASTM C119.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to stone repair including, but not limited to, the following:
    - a. Verify stone repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Materials, material application, sequencing, tolerances, and required clearances.
    - c. Quality-control program.
    - d. Coordination with building occupants.

#### 1.5 SEQUENCING AND SCHEDULING

- A. Order sand and gray portland cement for colored mortar immediately after approval of mockup. Take delivery of and store at Project site enough quantity to complete Project.



- B. Work Sequence: Perform stone repair work in the following sequence, which includes work specified in this and other Sections:
1. Remove plant growth.
  2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  3. Remove paint.
  4. Clean stone.
  5. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
  6. Repair stonework, including replacing existing stone with new stone.
  7. Rake out mortar from joints to be repointed.
  8. Point mortar and sealant joints.
  9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
  10. Where water repellents are to be used on or near stonework, delay application of these chemicals until after pointing and cleaning.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in stone according to "Stone Patching" Article. Patch holes in mortar joints according to Section 040140.62 "Stone Repointing."

## 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  2. Include recommendations for product application and use.
  3. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
1. Include plans, elevations, sections, and locations of replacement stone units on the structure and their jointing, showing relation of existing and new or relocated units.
  2. Show partial replacement stone units (dutchmen).
  3. Indicate setting number of each new stone unit and its location on the structure in annotated plans and elevations.
  4. Show provisions for expansion joints or other sealant joints.
  5. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.
  6. Show replacement and repair anchors, including drilled-in pins. Include details of anchors within individual stone units, with locations of anchors and dimensions of holes and recesses in stone required for anchors, including direction and angle of holes for pins.
  7. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.

- a. Have each set contain a close color range of at least six Samples of different mixes of colored sands and cements that produce a mortar matching the existing, cleaned mortar when cured and dry.
    - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
  2. Sand Types Used for Mortar: Minimum 8 oz. (240 mL) of each in plastic screw-top jars.
  3. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of stone representative of the range of stone colors on the building.
    - a. Have each set contain a close color range of at least six Samples of different mixes of patching compound that matches the variations in existing stone when cured and dry.
  4. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
  1. Each type of replacement stone. Include sets of Samples to show full range of color, texture, grain, veining, and finish to be expected. Provide sets of at least three 12-by-12-inch (300-by-300-mm) Samples for each type, but no fewer than necessary to indicate full range and proportion of variations within range.
  2. Each type of patching compound in form of briquettes, at least 3 inches (75 mm) long by 1-1/2 inches (38 mm) wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
  3. Each type of adhesive.
  4. Accessories: Each type of anchor, accessory, and miscellaneous support.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For stone repair specialist including field supervisors and workers and testing service.
- B. Preconstruction Test Reports: For existing stone and mortar and replacement stone.
- C. Quality-control program.

## 1.8 QUALITY ASSURANCE

- A. Stone Repair Specialist Qualifications: Engage an experienced stone repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repair work.
  1. Field Supervision: Stone repair specialist firms shall maintain experienced full-time supervisors on Project site during times that stone repair work is in progress.
  2. Stone Repair Worker Qualifications: When stone units are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products.

- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging stonework. Include provisions for supervising performance and preventing damage.
- C. Mockups: Prepare mockups of stone repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
  - 1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
    - a. Replacement: Four stone units replaced.
    - b. Partial Stone Replacement: Two partial stone replacements (dutchman repairs).
    - c. Stone Plug Repair: Two stone plug repairs for each type of stone indicated to be plugged.
    - d. Patching: Three small holes at least 1 inch (25 mm) in diameter.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on stone units as follows:
  - 1. Provide test specimens as indicated and representative of proposed materials and existing construction.
  - 2. Replacement Stone: Test each proposed type of replacement stone according to ASTM C170/C170M for compressive strength, ASTM C99/C99M for modulus of rupture, and ASTM C97/C97M for absorption and bulk specific gravity.
  - 3. Existing Stone: Test each type of existing stone indicated for replacement according to ASTM C170/C170M for compressive strength, wet and dry, perpendicular and parallel to rift; ASTM C99/C99M for modulus of rupture, wet and dry, perpendicular and parallel to rift; and ASTM C97/C97M for absorption and bulk specific gravity. Carefully remove five existing stones from locations designated by Architect. Take testing samples from these stones.
  - 4. Existing Mortar: Test according to ASTM C1324, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
  - 5. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver stone units to Project site strapped together in suitable packs or pallets or in heavy-duty crates and protected against impact and chipping.
- B. Deliver each piece of stone with code mark or setting number on unexposed face, corresponding to Shop Drawings, using nonstaining paint.
- C. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- D. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- E. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- F. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- G. Handle stone to prevent overstressing, chipping, defacement, and other damage.

1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit stone repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repair stone units only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for stone repair unless otherwise indicated:
  - 1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, repair materials, and existing stone to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
  - 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect stone repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Source Limitations: Obtain each type of material for repairing stone (stone, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

### 2.2 STONE MATERIALS

- A. Stone Matching Existing: Natural building stone of variety, color, texture, grain, veining, finish, size, and shape that match existing stone and with physical properties within 10 percent of those determined from preconstruction testing of selected existing stone.
  - 1. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.
- B. Cutting New Stone: Cut each new stone so that, when it is set in final position, the rift or natural bedding planes will match the rift orientation of existing stones.

### 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Masonry Cement: ASTM C91/C91M.
  - 1. Lafarge North America, Inc. Chicago, IL 60631
  - 2. Cemex S.A.B. de C.V. Houston TX 77043
  - 3. Approved Equal
- D. Mortar Cement: ASTM C1329/C1329M.
  - 1. Lafarge North America, Inc. Chicago, IL 60631
  - 2. Approved Equal
- E. Mortar Sand: ASTM C144.
  - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Lanxess Corporation, BAYFERROX, or a comparable product by one of the following:
    - a. Solomin Colors, Inc. Springfield IL 62702
    - b. Approved Equal.
  2. Use formulation that is vapor and water permeable (equal to or more than the stone), exhibits low shrinkage, has lower modulus of elasticity than stone units being repaired, and develops high bond strength to all types of stone.
  3. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
  4. Formulate patching compound in colors, textures, and grain to match stone being patched. Provide sufficient number of colors to enable matching of each piece of stone.
- G. Cementitious Crack Filler: Ultrafine superplasticized grout that can be injected into cracks, is suitable for application to wet or dry cracks, exhibits low shrinkage, and develops high bond strength to all types of stone.
1. Cathedral Stone Products, Inc., Hanover MD 21076
  2. Edison Coatings, Inc., Plainville CT 06062
  3. Approved Equal.
- H. Stone-to-Stone Adhesive: Two-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F (21 deg C), recommended in writing by adhesive manufacturer for type of stone repair indicated, and matching stone color.
1. Edison Coatings, Inc., Plainville CT 06062.
  2. Akemi North America, Bohemia NY 11716.
  3. Approved Equal.
- I. Restoration Mortar: Single-component, cementitious, mineral-based mortar for the restoration of natural stone.
1. Basis-of-Design Product: Subject to compliance with the requirements, provide Jahn Restoration Mortar, by Casthedral Stone Products, Inc., or a comparable product by one of the following:
    - a. Corinthian Restoration Mortar, NY
    - b. Approved Equal
  2. Use formulation that is vapor and water permeable (equal to or more than the stone), exhibits low shrinkage, has a lower modulus of elasticity than stone units being repaired, and develops high bond strength to the type of stone being restored.
  3. Use formulation that contains no latex or acrylic bonding agents. Formulation shall allow salts, water vapor, and liquid water to reach the surface, preventing failure due to salt expansion or freeze/thaw cycles.
  4. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
  5. Formulate patching compound in colors, textures, and grain to match stone being restored. Provide sufficient number of colors to enable matching of each piece of stone.

## 2.4 ACCESSORY MATERIALS

- A. Stone Repair Anchors and Pins: Mechanical fasteners and pins of Type 304 stainless steel; designed for stone stabilization and pinning stone pieces; matching shape and size of existing anchors unless otherwise indicated.

- B. Setting Buttons and Shims: Resilient plastic, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units, less the required depth of pointing materials unless removed before pointing.
- C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- D. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer according to MPI #23 (surface-tolerant, anticorrosive metal primer) or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
  - 1. Surface Preparation: Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning" or SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning" surface preparation according to manufacturer's literature or certified statement.
  - 2. VOC Limit: Use coating with a VOC content of 400 g/L (3.3 lb/gal.) or less.
- E. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could leave residue on surfaces.

## 2.5 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Rebuilding (Setting) Mortar by Volume: 1 part portland cement, 1 part lime, and 6 parts sand.
  - 2. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated, with cementitious material limited to portland cement and lime or mortar cement.
  - 3. Rebuilding (Setting) Mortar by Property: ASTM C270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime or mortar cement.

4. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
  1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
  2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
  3. Immediately remove mortar splatters in contact with exposed stone and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to stone and store during stone repair. Reinstall when repairs are complete.
  1. Provide temporary rain drainage during work to direct water away from building.

### 3.2 STONE REPAIR, GENERAL

- A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

### 3.3 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain.
  1. Remove items carefully to avoid spalling or cracking stone.
  2. Notify Architect before proceeding if an item cannot be removed without damaging surrounding stone. Do the following where directed:
    - a. Cut or grind off item approximately 3/4 inch (20 mm) beneath surface and core drill a recess of same depth in surrounding stone as close around item as practical.
    - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
  3. Patch hole where each item was removed unless directed to remove and replace stone unit.

### 3.4 STONE REMOVAL AND REPLACEMENT

- A. At locations indicated, remove stone that has deteriorated or is damaged beyond repair or is to be reused. Carefully remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-size units.
- B. Support and protect remaining stonework that surrounds removal area.



- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Coordinate with new flashing, reinforcement, and lintels, which are specified in other Sections.
- D. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole stone units as possible.
  - 1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.
  - 2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.
  - 3. Store stone for reuse. Store off ground, on skids, and protected from weather.
  - 4. Deliver cleaned stone not required for reuse to Owner unless otherwise indicated.
- F. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for stone replacement.
- G. Replace removed damaged stone with other removed stone in good condition, where possible, or with new stone matching existing stone, including direction of rift or natural bedding planes. Do not use broken units unless they can be cut to usable size.
- H. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
  - 1. Maintain joint width for replacement stone to match existing joints.
  - 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- I. Set replacement stone with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting, and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new anchors matching existing configuration.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing stonework.
  - 2. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

### 3.5 PAINTING STEEL UNCOVERED DURING THE WORK

- A. Notify Architect if steel is exposed during stone removal. Where Architect determines that steel is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:

1. Surface Preparation: Remove paint, rust, and other contaminants according to SSPC-SP 2, "Hand Tool Cleaning" or SSPC-SP 3, "Power Tool Cleaning" as applicable to comply with paint manufacturer's recommended preparation.
  2. Antirust Coating: Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
- B. If on inspection and rust removal, the thickness of a steel member is found to be reduced from rust by more than 1/16 inch (1.6 mm) notify Architect before proceeding.

### 3.6 PARTIAL STONE REPLACEMENT

- A. Remove defective portion of existing stone unit (backing stone). Carefully remove defective portion of stone by making vertical and horizontal saw cuts at face of backing stone and removing defective material to depth required for fitting partial replacement (dutchman).
1. Make edges of backing stone at cuts smooth and square to each other and to finished surface; essentially rectangular. Make back of removal area flat and parallel to stone face.
  2. Do not overcut at corners and intersections. Hand trim to produce clean sharp corners with no rounding and no damage to existing work to remain.
  3. If backing stone becomes further damaged, remove damaged area and enlarge partial replacement as required.
- B. Remove mortar from joints that abut area of stone removal to same depth as stone was removed. Remove loose mortar particles and other debris from surfaces to be bonded and surfaces of adjacent stone units that will receive mortar by cleaning with stiff-fiber brush.
- C. Cut and trim partial replacement to accurately fit area where material was removed from backing stone. Fabricate to size required to produce joints between partial replacement and backing stone of no more than 1/16 inch (1.6 mm) in width, and to produce joints between partial replacement and other stones that match existing joints between stones. Cut partial replacement so that, when it is set in final position, natural bedding planes will match the orientation of bedding planes of the backing stone unless otherwise indicated.
- D. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch- (6-mm-) diameter, [plain] [threaded] stainless-steel pins set into 1/4-inch- (6-mm-) diameter holes drilled into backing stone and into, but not through, the partial replacement. Center and space pins 3 to 5 inches (75 to 125 mm) apart and at least 2 inches (50 mm) from any edge. Insert pins at least 2 inches (50 mm) into backing stone and 2 inches (50 mm) into partial replacement, but no closer than 3/4 inch (19 mm) from exposed face of partial replacement.
- E. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of backing stone and partial replacement, completely filling all crevices and voids.
- F. Apply partial replacement while adhesive is still tacky and hold securely in place until adhesive has cured. Use temporary shims, clamps, wedges, or other devices as necessary to align face of partial replacement with face of backing stone.

- G. Clean adhesive residue from exposed surfaces and patch chipped areas and exposed drill holes as specified in "Stone Patching" Article.

### 3.7 STONE PLUG REPAIR

- A. Remove cylindrical piece of damaged stone by core-drilling perpendicular to stone surface.
- B. Prepare a replacement plug by core-drilling replacement stone. Use a drill sized to produce a core that will fit into hole drilled in damaged stone with only minimum gap necessary for adhesive. Cut and install plug so that, when it is set in final position, natural bedding planes will match the orientation of bedding planes of the backing stone unless otherwise indicated.
- C. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of existing stone and plug, completely filling all crevices and voids.
- D. Apply plug while adhesive is still tacky and hold securely in place until adhesive has cured.
- E. Clean adhesive residue from exposed surfaces.

### 3.8 STONE-FRAGMENT REPAIR

- A. Carefully remove cracked or fallen stone fragment indicated to be repaired. Reuse only stone fragment that is in sound condition.
- B. Remove soil, loose particles, mortar, and other debris or foreign material from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Pinning: Before applying adhesive, prepare for mechanical anchorage consisting of 1/4-inch- (6-mm-) diameter, threaded stainless-steel pins set into 1/4-inch- (6-mm-) diameter holes drilled at a 45-degree downward angle through face of fragment and into parent stone. Center and space pins between 3 and 5 inches (75 and 125 mm) apart and at least 2 inches (50 mm) from any edge. Insert pins at least 2 inches (50 mm) into parent stone and 2 inches (50 mm) into fragment with end countersunk at least 3/4 inch (19 mm) from exposed face of fragment.
- D. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch- (6-mm-) diameter, threaded stainless-steel pins set into 1/4-inch- (6-mm-) diameter holes drilled into parent stone and into, but not through, the fragment. Center and space pins between 3 and 5 inches (75 and 125 mm) apart and at least 2 inches (50 mm) from any edge. Insert pins at least 2 inches (50 mm) into parent stone and 2 inches (50 mm) into fragment, but no closer than 3/4 inch (19 mm) from exposed face of fragment.
- E. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.

- F. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.
- G. Clean adhesive residue from exposed surfaces and patch chipped areas and exposed drill holes as specified in "Stone Patching" Article.

### 3.9 STONE PATCHING

- A. Patch the following stone units unless another type of repair or replacement is indicated:
  - 1. Units indicated to be patched.
  - 2. Units with holes.
  - 3. Units with chipped edges or corners. Patch chipped edges or corners measuring more than 3/4 inch (19 mm) in least dimension.
  - 4. Units with small areas of deep deterioration. Patch deep deteriorations measuring more than 3/4 inch (19 mm) in least dimension and more than 1/4 inch (6 mm) deep.
- B. Remove and replace existing patches unless otherwise indicated or approved by Architect.
- C. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than recommended in writing by patching compound manufacturer.
- D. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of stone unit.
- E. Mix patching compound in individual batches to match each stone unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
- F. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- G. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
  - 1. Simple Details: Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
  - 2. Carved Details: Build patch up 1/4 inch (6 mm) above surrounding stone, and carve surface to match adjoining stone after patching compound has hardened.
- H. Keep each layer damp for 72 hours or until patching compound has set.
- I. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

3.10 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonstone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Notify inspectors in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

3.12 STONE WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess stone materials are Contractor's property.
- B. Stone Waste: Remove stone waste and legally dispose of off Owner's property.

END OF SECTION 040140.61

## SECTION 040140.62 - STONE REPOINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Repointing joints with mortar.
  - 2. Repointing joints with sealant.

#### 1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s)
- B. Rift: The most pronounced direction of splitting or cleavage of a stone.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to repointing stonework including, but not limited to, the following:
    - a. Verify stone repointing specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Materials, material application, sequencing, tolerances, and required clearances.
    - c. Quality-control program.
    - d. Coordination with building occupants.

#### 1.5 SEQUENCING AND SCHEDULING

- A. Order sand and gray portland cement for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform stone repointing work in the following sequence, which includes work specified in this and other Sections:
  - 1. Remove plant growth.
  - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  - 3. Remove paint.

4. Clean stone.
  5. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
  6. Repair stonework, including replacing existing stone with new stone.
  7. Rake out mortar from joints to be repointed.
  8. Point mortar and sealant joints.
  9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
  10. Where water repellents are to be used on or near stonework, delay application of these chemicals until after pointing and cleaning.
- C. As sidewalk shed is removed, patch anchor holes used to attach shed. Patch holes in stone according to Section 040140.61 "Stone Repair." Patch holes in mortar joints according to "Repointing" Article.

## 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  2. Include recommendations for product application and use.
  3. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
1. Include plans, elevations, sections, and locations of repointing work on the structure.
  2. Show provisions for expansion joints or other sealant joints.
  3. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.
    - a. Have each set contain a close color range of at least six Samples of different mixes of colored sands and cements that produce a mortar matching the existing, cleaned mortar when cured and dry.
    - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
  2. Sand Type Used for Pointing Mortar: Minimum 8 oz. (240 mL) of each in plastic screw-top jars.
  3. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
1. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.
    - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
  2. Accessories: Each type of anchor, accessory, and miscellaneous support.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For stone repointing specialist including field supervisors and workers and testing service.
- B. Preconstruction Test Reports: For existing stone and mortar.
- C. Quality-control program.

#### 1.8 QUALITY ASSURANCE

- A. Stone Repointing Specialist Qualifications: Engage an experienced stone repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repointing work.
  - 1. Field Supervision: Stone repointing specialist firms shall maintain experienced full-time supervisors on Project site during times that stone repointing work is in progress.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging stonework. Include provisions for supervising performance and preventing damage.
- C. Mockups: Prepare mockups of stone repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Repointing: Rake out joints in two separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide for each type of repointing required, and repoint one of the areas.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on stone units as follows:
  - 1. Provide test specimens as indicated and representative of proposed materials and existing construction.
  - 2. Existing Stone: Test each type of existing stone indicated for repointing according to ASTM C170/C170M for compressive strength, wet and dry, perpendicular and parallel to rift; ASTM C99/C99M for modulus of rupture, wet and dry, perpendicular and parallel to rift; and ASTM C97/C97M for absorption and bulk specific gravity. Carefully remove five existing stones from locations designated by Architect. Take testing samples from these stones.



3. Existing Mortar: Test according to ASTM C1324, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
4. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

#### 1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
  1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients and existing stone to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
  2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Source Limitations: Obtain each type of material for stone repointing (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

### 2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Masonry Cement: ASTM C91/C91M.
  - 1. Lafarge North America Inc., Chicago IL
  - 2. Cemex S.A.B. de C.V.
  - 3. Approved Equal.
- D. Mortar Cement: ASTM C1329/C1329M.
  - 1. Lafarge North America Inc., Chicago IL
  - 2. Approved Equal.
- E. Mortar Sand: ASTM C144.
  - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars.
  - 1. Lanxess Corporation, Pittsburgh PA 15275
  - 2. Solomin Colors, Inc. Springfield IL 62702
  - 3. Approved Equal.
- G. Water: Potable.

### 2.3 ACCESSORY MATERIALS

- A. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

- B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
1. Previous effectiveness in performing the work involved.
  2. Minimal possibility of damaging exposed surfaces.
  3. Consistency of each application.
  4. Uniformity of the resulting overall appearance.
  5. Do not use products or tools that could leave residue on surfaces.

## 2.4 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
1. Pointing Mortar by Volume: ASTM C270, Proportion Specification, 1 part portland cement, 1 part lime, and 6 parts sand. Add mortar pigments to produce mortar colors required.
  2. Pointing Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime or mortar cement. Add mortar pigments to produce mortar colors required.
  3. Pointing Mortar by Property: ASTM C270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime or mortar cement. Add mortar pigments to produce mortar colors required.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.

2. Keep wall area wet below pointing work to discourage mortar from adhering.
3. Immediately remove mortar splatters in contact with exposed stone and other surfaces.

B. Remove gutters and downspouts and associated hardware adjacent to stone and store during stone repointing. Reinstall when repointing is complete.

1. Provide temporary rain drainage during work to direct water away from building.

### 3.2 STONE REPOINTING, GENERAL

A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

### 3.3 REPOINTING

A. Rake out and repoint joints to the following extent:

1. All joints in areas indicated.
2. Joints indicated as sealant-filled joints.

B. Do not rake out and repoint joints where not required.

C. Rake out joints as follows, according to procedures demonstrated in approved mockup:

1. Remove mortar from joints to depth of 2 times joint width but not less than 3/4 inch (20 mm) or not less than that required to expose sound, unweathered. Do not remove unsound mortar more than 2 inches (50 mm) deep; consult Architect for direction.
2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.

D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.

E. Pointing with Mortar:

1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.

4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
  5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

### 3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
  1. Do not use metal scrapers or brushes.
  2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonstone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage qualified testing agencies to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Notify inspectors in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors and Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040140.62

## SECTION 042000 - UNIT MASONRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Concrete masonry units.
  - 2. Clay face brick.
  - 3. Building (common) brick.
  - 4. Stone trim units.
  - 5. Mortar and grout.
  - 6. Ties and anchors.
  - 7. Embedded flashing.
  - 8. Miscellaneous masonry accessories.
  - 9. Masonry-cell fill.
- B. Products Installed but not Furnished under This Section:
  - 1. Cast-stone trim in unit masonry.
  - 2. Steel lintels in unit masonry.
  - 3. Steel shelf angles for supporting unit masonry.
- C. Related Requirements:
  - 1. Section 071900 "Water Repellents" for water repellents applied to unit masonry assemblies.

#### 1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

## 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For the following:
  - 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
  - 2. Stone Trim Units: Show sizes, profiles, and locations of each stone trim unit required.
  - 3. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315. Show elevations of reinforced walls.
  - 4. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.
- C. Samples for Initial Selection:
  - 1. Clay face brick, in the form of straps of five or more bricks.
  - 2. Stone trim.
  - 3. Colored mortar.
  - 4. Weep holes/cavity vents.
- D. Samples for Verification: For each type and color of the following:
  - 1. Clay face brick, in the form of straps of five or more bricks.
  - 2. Special brick shapes.
  - 3. Stone trim.
  - 4. Pigmented and colored-aggregate mortar. Make Samples using same sand and mortar ingredients to be used on Project.
  - 5. Weep holes.
  - 6. Accessories embedded in masonry.

## 1.6 INFORMATIONAL SUBMITTALS

- A. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.
  - 1. Submittal is for information only. Receipt of list does not constitute approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Architect and approved in writing.
- B. Qualification Data: For testing agency.
- C. Material Certificates: For each type and size of the following:
  - 1. Masonry units.
    - a. Include material test reports substantiating compliance with requirements.
    - b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
    - c. For exposed brick, include test report for efflorescence according to ASTM C67.
    - d. For surface-coated brick, include test report for durability of surface appearance after 50 cycles of freezing and thawing according to ASTM C67 or a list of addresses of buildings in Project's area where proposed brick has been used successfully and with a history of durability.

- e. For masonry units used in structural masonry, include data and calculations establishing average net-area compressive strength of units.
  - 2. Cementitious materials. Include name of manufacturer, brand name, and type.
  - 3. Mortar admixtures.
  - 4. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
  - 5. Grout mixes. Include description of type and proportions of ingredients.
  - 6. Joint reinforcement.
  - 7. Anchors, ties, and metal accessories.
- D. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
- 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
  - 2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.
- E. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.
- F. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

## 1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C1093 for testing indicated.
- B. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects.
- 1. Where masonry is to match existing, build panels adjacent and parallel to existing surface.
  - 2. Clean one-half of exposed faces of panels with masonry cleaner indicated.
  - 3. Protect approved sample panels from the elements with weather-resistant membrane.
  - 4. Approval of sample panels is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; aesthetic qualities of workmanship; and other material and construction qualities specifically approved by Architect in writing.
    - a. Approval of sample panels does not constitute approval of deviations from the Contract Documents contained in sample panels unless Architect specifically approves such deviations in writing.
- C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
- 1. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface.
  - 2. Clean one-half of exposed faces of mockups with masonry cleaner as indicated.



3. Protect accepted mockups from the elements with weather-resistant membrane.
4. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
  - a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
  - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

#### 1.9 FIELD CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
  1. Extend cover a minimum of 24 inches (600 mm) down both sides of walls, and hold cover securely in place.
  2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (600 mm) down face next to unconstructed wythe, and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.

- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
  - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
  - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Provide structural unit masonry that develops indicated net-area compressive strengths at 28 days.
  - 1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to TMS 602/ACI 530.1/ASCE 6.

## 2.3 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
  - 1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

## 2.4 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
  - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C90.
  - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi (14.8 MPa).
  - 2. Density Classification: Normal weight, unless otherwise indicated.
  - 3. Size (Width): Manufactured to dimensions 3/8 inch (10 mm) less than nominal dimensions.

## 2.5 BRICK

- A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:
  - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
  - 2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
  - 3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
  - 4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- B. Clay Face Brick: Facing brick complying with ASTM C216
  - 1. Products: Subject to compliance with requirements. provide the following:
    - a. Brick to match existing in size and color.
  - 2. Grade: SW
  - 3. Type: FBS/FBX

4. Initial Rate of Absorption: Less than 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested according to ASTM C67.
  5. Efflorescence: Provide brick that has been tested according to ASTM C67 and is rated "not effloresced."
  6. Surface Coating: Brick with colors or textures produced by application of coatings shall withstand 50 cycles of freezing and thawing according to ASTM C67 with no observable difference in the applied finish when viewed from 10 feet (3 m) or shall have a history of successful use in Project's area.
  7. Provide face brick matching color range, texture, and size of existing adjacent brickwork.
- C. Building (Common) Brick: ASTM C62, Grade SW.
1. Size: Match size of existing brick.
  2. Application: Use where brick is indicated for concealed locations. Face brick complying with requirements for grade, compressive strength, and size indicated for building brick may be substituted for building brick.

## 2.6 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C91/C91M.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Lafarge North America Inc., Chicago IL
    - b. Cemex S.A.B. de C.V.
    - c. Approved Equal.
- E. Mortar Cement: ASTM C1329/C1329M.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Lafarge North America Inc., Chicago IL
    - b. Approved Equal.
- F. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C979/C979M. Use only pigments with a record of satisfactory performance in masonry mortar.
1. Lanxess Corporation, Pittsburgh PA 15275
  2. Solomin Colors, Inc. Springfield IL 62702
  3. Approved Equal.

- G. Colored Cement Products: Packaged blend made from portland cement and hydrated lime or masonry cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.
1. Colored Portland Cement-Lime Mix:
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Lafarge North America Inc.
      - 2) Holcim (US) Inc.
      - 3) Approved Equal.
  2. Colored Masonry Cement:
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Lafarge North America Inc.
      - 2) Cemex S.A.B. de C.V.
      - 3) Approved Equal.
  3. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
  4. Pigments shall not exceed 10 percent of portland cement by weight.
  5. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.
- H. Aggregate for Mortar: ASTM C144.
1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
  2. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
  3. White-Mortar Aggregates: Natural white sand or crushed white stone.
  4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- I. Aggregate for Grout: ASTM C404.
- J. Epoxy Pointing Mortar: ASTM C395, epoxy-resin-based material formulated for use as pointing mortar for glazed or pre-faced masonry units (and approved for such use by manufacturer of units); in color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's colors.
- K. Refractory Mortar Mix: Ground fireclay or nonwater-soluble, calcium aluminate, medium-duty refractory mortar that passes ASTM C199 test; or an equivalent product acceptable to authorities having jurisdiction.
- L. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C494/C494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Euclid Chemical Company (The); an RPM company; ACCELGUARD 80 or a comparable product by one of the following:
    - a. BASF Corporation-Construction Systems.
    - b. Grace Construction Products; W.R. Grace & Co. -- Conn.
    - c. Approved Equal.

- M. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent from same manufacturer.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Euclid Chemical Company (The); an RPM company; Eucon Hydrapel Mortar Admixture or a comparable product by one of the following:
    - a. BASF Corporation-Construction Systems.
    - b. Grace Construction Products; W.R. Grace & Co. -- Conn.
    - c. Approved Equal.
- N. Water: Potable.

## 2.7 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches (38 mm) into veneer but with at least a 5/8-inch (16-mm) cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
  - 1. Stainless Steel Wire: ASTM A580/A580M, Type 304.
  - 2. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, [Type 304] [Type 316].
  - 3. Stainless Steel Bars: ASTM A276 or ASTM A666, Type 304.
- C. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
  - 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- (6.35-mm-) diameter, hot-dip galvanized steel wire. Mill-galvanized wire may be used at interior walls unless otherwise indicated.
  - 2. Tie Section: Triangular-shaped wire tie made from 0.25-inch- (6.35-mm-) diameter, hot-dip galvanized steel wire. Mill-galvanized wire may be used at interior walls unless otherwise indicated.
- D. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
  - 1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.105-inch- (2.66-mm-) thick steel sheet, galvanized after fabrication.
    - a. 0.108-inch- (2.74-mm-) thick, galvanized-steel sheet may be used at interior walls unless otherwise indicated.
  - 2. Tie Section: Triangular-shaped wire tie made from 0.187-inch- (4.76-mm-) diameter, hot-dip galvanized steel wire. Mill-galvanized wire may be used at interior walls unless otherwise indicated.
  - 3. Corrugated-Metal Ties: Metal strips not less than 7/8 inch (22 mm) wide with corrugations having a wavelength of 0.3 to 0.5 inch (7.6 to 12.7 mm) and an amplitude of 0.06 to 0.10 inch (1.5 to 2.5 mm) made from 0.105-inch- (2.66-mm-) thick steel sheet, galvanized after fabrication with dovetail tabs for inserting into dovetail slots in concrete.
    - a. 0.108-inch- (2.74-mm-) thick galvanized sheet may be used at interior walls unless otherwise indicated.

E. Adjustable Masonry-Veneer Anchors:

1. General: Provide anchors that allow vertical adjustment but resist a 100-lbf (445-N) load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch (1.5 mm).
2. Contractor's Option: Unless otherwise indicated, provide any of the adjustable masonry-veneer anchors specified.
3. Seismic Masonry-Veneer Anchors: Connector section and rib-stiffened, sheet metal anchor section with screw holes top and bottom, with projecting tabs having slotted holes for inserting vertical leg of connector section. Connector section consists of a rib-stiffened, sheet metal bent plate with down-turned leg designed to fit in anchor section slot and with integral tabs designed to engage continuous wire.
  - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - 1) Dur-O-Wal; a Hohmann & Barnard company.
    - 2) Hohmann & Barnard, Inc.
    - 3) Wire-Bond.
    - 4) Approved Equal.

2.8 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:

1. Copper: ASTM B370, Temper H00, cold-rolled copper sheet, 16-oz./sq. ft. (4.9-kg/sq. m) weight or 0.0216 inch (0.55 mm) thick or ASTM B370, Temper H01, high-yield copper sheet, 12-oz./sq. ft. (3.7-kg/sq. m) weight or 0.0162 inch (0.41 mm) thick.
2. Fabricate continuous flashings in sections 96 inches (2400 mm) long minimum, but not exceeding 12 feet (3.7 m). Provide splice plates at joints of formed, smooth metal flashing.
3. Fabricate through-wall flashing with drip edge unless otherwise indicated. Fabricate by extending flashing 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees and hemmed.
4. Fabricate metal drip edges for ribbed metal flashing from plain metal flashing of same metal as ribbed flashing and extending at least 3 inches (76 mm) into wall with hemmed inner edge to receive ribbed flashing and form a hooked seam. Form hem on upper surface of metal so that completed seam sheds water.
5. Fabricate metal expansion-joint strips from copper to shapes indicated.
6. Solder metal items at corners.

B. Flexible Flashing: Use one of the following unless otherwise indicated:

1. Copper-Laminated Flashing: 5-oz./sq. ft. (1.5-kg/sq. m) copper sheet bonded between two layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
  - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - 1) Advanced Building Products Inc.
    - 2) Hohmann & Barnard, Inc.
    - 3) York Manufacturing, Inc.
    - 4) Approved Equal.

- C. Application: Unless otherwise indicated, use the following:
  - 1. Where flashing is indicated to receive counterflashing, use metal flashing.
  - 2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
  - 3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing with a drip edge.
  - 4. Where flashing is fully concealed, use metal flashing or flexible flashing.
- D. Adhesives, Primers, Solder and Sealants for Sheet Metal Flashings:
  - 1. Solder for Copper: ASTM B32, Grade Sn50 with maximum lead content of 0.2 percent.
- E. Adhesive Primers and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- F. Termination Bars for Flexible Flashing: Stainless steel sheet 0.019 inch by 1-1/2 inches (0.48 mm by 38 mm) with a 3/8 inch (10-mm) sealant flange at top.

## 2.9 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from urethane or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 or PVC, complying with ASTM D2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D226/D226M, Type I (No. 15 asphalt felt).
- D. Weep/Cavity Vent Products: Use one of the following unless otherwise indicated:
  - 1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch (3 mm) less than depth of outer wythe, in color selected from manufacturer's standard.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Advanced Building Products Inc.
      - 2) Heckmann Building Products, Inc.
      - 3) Hohmann & Barnard, Inc.
      - 4) Wire-Bond.
      - 5) Approved Equal.
  - 2. Mesh Weep/Vent: Free-draining mesh; made from polyethylene strands, full height and width of head joint and depth 1/8 inch (3 mm) less than depth of outer wythe; in color selected from manufacturer's standard.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:



- 1) Advanced Building Products Inc.
  - 2) CavClear/Archovations, Inc.
  - 3) Keene Building Products.
  - 4) Mortar Net USA, Ltd.
  - 5) Approved Equal.
3. Aluminum Weep Hole/Vent: Units made from sheet aluminum, designed to fit into a head joint and consisting of a vertical channel, with louvers stamped in web and with a top flap to keep mortar out of the head joint; factory primed and painted before installation to comply with Section 099113 "Exterior Painting" in color selected by Architect.
  - a. Manufacturers: Subject to compliance with requirements, provide products by the following:
    - 1) Hohmann & Barnard, Inc.
    - 2) Approved Equal.
4. Vinyl Weep Hole/Vent: Units made from flexible PVC, designed to fit into a head joint and consisting of a louvered vertical leg, flexible wings to seal against ends of masonry units, and a top flap to keep mortar out of the head joint; in color selected by Architect.
  - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - 1) Hohmann & Barnard, Inc.
    - 2) Williams Products, Inc.
    - 3) Wire-Bond.
    - 4) Approved Equal.

## 2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
  1. Do not use calcium chloride in mortar or grout.
  2. Use mortar cement mortar unless otherwise indicated.
  3. For exterior masonry, use mortar cement mortar.
  4. For reinforced masonry, use portland cement-lime or mortar cement mortar.
  5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
  1. For masonry below grade or in contact with earth, use Type M.
  2. For reinforced masonry, use Type M.
  3. For mortar parge coats, use Type S.
  4. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; and for other applications where another type is not indicated, use Type N.

- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
  - 1. Pigments shall not exceed 10 percent of portland cement by weight.
  - 2. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.
  - 3. Mix to match Architect's sample.
  - 4. Application: Use pigmented mortar for exposed mortar joints with the following units:
    - a. Clay face brick.
    - b. Stone trim units.
    - c. Cast-stone trim units.
- E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
  - 1. Mix to match Architect's sample.
  - 2. Application: Use colored-aggregate mortar for exposed mortar joints with the following units:
    - a. Clay face brick.
    - b. Stone trim units.
    - c. Cast-stone trim units.
- F. Grout for Unit Masonry: Comply with ASTM C476.
  - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
  - 2. Proportion grout in accordance with ASTM C476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
  - 3. Provide grout with a slump of [8 to 11 inches (200 to 280 mm)] [10 to 11 inches (250 to 280 mm)] as measured according to ASTM C143/C143M.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
  - 2. Verify that foundations are within tolerances specified.
  - 3. Verify that reinforcing dowels are properly placed.
  - 4. Verify that substrates are free of substances that impair mortar bond.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.
- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested according to ASTM C67. Allow units to absorb water so they are damp but not wet at time of laying.

### 3.3 TOLERANCES

- A. Dimensions and Locations of Elements:
  - 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
  - 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
  - 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.
- B. Lines and Levels:
  - 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2-inch (12-mm) maximum.
  - 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
  - 3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.
  - 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
  - 5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.

6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2-inch (12-mm) maximum.
  7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch (1.5 mm) except due to warpage of masonry units within tolerances specified for warpage of units.
- C. Joints:
1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
  2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3 mm).
  3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
  4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm). [Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch (3 mm).]
  5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch (1.5 mm) from one masonry unit to the next.

### 3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in bond pattern to match existing adjacent; do not use units with less-than-nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches (50 mm). Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- G. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

### 3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick and CMUs as follows:
  - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
  - 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
  - 3. Bed webs in mortar in grouted masonry, including starting course on footings.
  - 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
  - 5. Fully bed units and fill cells with mortar at anchors and ties as needed to fully embed anchors and ties in mortar.
- B. Lay solid masonry units and hollow brick with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Set stone and cast-stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.
  - 1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
  - 2. Allow cleaned surfaces to dry before setting.
  - 3. Wet joint surfaces thoroughly before applying mortar.
  - 4. Rake out mortar joints for pointing with sealant.
- D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- E. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.
- F. Cut joints flush where indicated to receive waterproofing unless otherwise indicated.

### 3.6 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete, where masonry abuts or faces structural steel or concrete, to comply with the following:
  - 1. Provide an open space not less than 1 inch (25 mm) wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 24 inches (610 mm) o.c. vertically and 36 inches (915 mm) o.c. horizontally.

### 3.7 CONTROL AND EXPANSION JOINTS

- A. General: Install control- and expansion-joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.

- B. Form control joints in concrete masonry using one of the following methods:
  - 1. Fit bond-breaker strips into hollow contour in ends of CMUs on one side of control joint. Fill resultant core with grout, and rake out joints in exposed faces for application of sealant.
  - 2. Install preformed control-joint gaskets designed to fit standard sash block.
  - 3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar, or rake out joint for application of sealant.
  - 4. Install temporary foam-plastic filler in head joints, and remove filler when unit masonry is complete for application of sealant.
- C. Form expansion joints in brick as follows:
  - 1. Build flanges of metal expansion strips into masonry. Lap each joint 4 inches (100 mm) in direction of water flow. Seal joints below grade and at junctures with horizontal expansion joints if any.
  - 2. Build flanges of factory-fabricated, expansion-joint units into masonry.
  - 3. Build in compressible joint fillers where indicated.
  - 4. Form open joint full depth of brick wythe and of width indicated, but not less than 1/2 inch (13 mm) for installation of sealant and backer rod specified in Section 079200 "Joint Sealants."
- D. Provide horizontal, pressure-relieving joints by either leaving an airspace or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 079200 "Joint Sealants," but not less than 3/8 inch (10 mm).
  - 1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

### 3.8 FLASHING, WEEP HOLES, AND CAVITY VENTS

- A. Install flashing as follows unless otherwise indicated:
  - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
  - 2. At masonry-veneer walls, extend flashing through veneer, across airspace behind veneer, and up face of sheathing at least 8 inches (200 mm); with upper edge tucked under water-resistive barrier, lapping at least 4 inches (100 mm). Fasten upper edge of flexible flashing to sheathing through termination bar.
  - 3. At lintels and shelf angles, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.
  - 4. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.
  - 5. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.
- B. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

- C. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.
  - 1. Use specified weep/cavity vent products or open-head joints to form weep holes.
  - 2. Use wicking material to form weep holes above flashing under brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
  - 3. Space weep holes 24 inches (600 mm) o.c. unless otherwise indicated.
  - 4. Trim wicking material flush with outside face of wall after mortar has set.

### 3.9 REINFORCED UNIT MASONRY INSTALLATION

- A. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- B. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
  - 2. Limit height of vertical grout pours to not more than 60 inches (1520 mm).

### 3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Special inspections according to Level B in TMS 402/ACI 530/ASCE 5.
  - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
  - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
  - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each 5000 sq. ft. (464 sq. m) of wall area or portion thereof.
- E. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C67 for compressive strength.
- F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C780.
- G. Mortar Test (Property Specification): For each mix provided, according to ASTM C780. Test mortar for mortar air content and compressive strength.
- H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C1019.

- I. Prism Test: For each type of construction provided, according to ASTM C1314 at 7 days and at 28 days.

### 3.11 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units as indicated on drawings. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
  3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
  4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
  5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
  6. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.
  7. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
  8. Clean stone trim to comply with stone supplier's written instructions.
  9. Clean limestone units to comply with recommendations in ILI's "Indiana Limestone Handbook."

### 3.12 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
  1. Crush masonry waste to less than 4 inches (100 mm) in each dimension.
  2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."



3. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.
- C. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- D. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

## SECTION 042100 – ARCHITECTURAL TERRA COTTA

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Provide new Terra Cotta as indicated on Drawings.
  - 2. Detail, furnish, and install support, anchorage, and connection devices and coordinate size and configuration with other elements of the work.
- B. Related Sections:
  - 1. Section 013300 "Submittal Requirements"
  - 2. Section 040140.61 "Stone Repair"
  - 3. Section 040110 "Masonry Cleaning"

#### 1.3 REFERENCES

- A. ASTM C212 – Standard Specification for Structural Clay Facing Tile.
- B. ASTM C126 – Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.
- C. ASTM C67 – Standard Methods of Sampling and Testing Brick and Structural Clay Tile.

#### 1.4 SUBMITTALS

- A. Submit under provision of Section 013300.
- B. Product Data:
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- C. Shop and Setting Drawings:
  - 1. The Contractor shall furnish the Terra Cotta manufacturer with all drawings, details, and information necessary for the manufacture of Terra Cotta units, including drawings of all classes of work with which the Terra Cotta engages, proposed method of installation, and elevations showing the location of the units to be replaced.

2. Submit shop, fabrication, and setting drawings to the Customer for the approval by both the Architect and the Contractor prior to production of any material. Contractor shall be responsible for all field dimension verification.
  3. Shop drawings shall show sections, dimensions, and connection with other work. These drawings must conform as nearly as practicable to the architect's drawing, but shall be in accordance with good Terra Cotta structural practice.
  4. Anchorage: Terra Cotta unit anchorage shall be coordinated with the Terra Cotta manufacturer and designed by Contractor's structural engineer and submitted to the Architect/Engineer for approval. The attachment design will withstand loads from wind, earthquake, gravity, building movement, and thermally induce movement according to the requirements of the governing Building Code and good engineering practice. The Terra Cotta manufacturer shall provide three (3) copies of the complete set of scale shop drawings to be used for setting and showing the piece numbering of the Terra Cotta. The size of the joints to be used for setting the various portions of the work shall be clearly indicated. These drawings shall be designated as the setting drawings.
- D. Samples:
1. Whenever Terra Cotta is required to match existing terra cotta in contour, color finish and surface treatment, as for example in connection with alterations to existing work, the Terra Cotta manufacturer shall be furnished with the required profiles and samples of the original work and other needed information.
  2. If a restoration, the customer shall provide a cleaned, full size, Terra Cotta unit control sample representing required color, texture, and finish.
  3. Preliminary Color Sample Approval: Submit two (2) 6" x 6" x 5/8" samples showing typical color range and finish for preliminary acceptance.
  4. Final Approval: After approval of the preliminary color sample, submit two (2) final samples at minimum 12" x 12" x 3/4" which when inspected and approved become the standard for quality, color range, texture, and color finish. All materials shall conform to the approved samples within range, subject to normal ceramic variation. Submit manufacturer's specifications and other product data for each manufactured product including instructions for storage, handling, and use.
- E. Contractor to submit details and procedures for incremental protection of completed work. At a minimum, install protection after installation of each eight feet height of completed Terra Cotta wall.
- F. Material Testing:
1. Test in accordance with ASTM C67 to determine compressive strength and absorption. Use a certified lab for testing. Manufacturer to supply current test data.
- G. Field Sample for New Construction:
1. After acceptance of sample submittal, but prior to commencement of work under this Section, prepare a working field sample if required of new Terra Cotta unit installation. Demonstrate all methods, materials, and workmanship required for the Project. Approved field sample will serve as standard for the balance of Terra Cotta unit installation procedures. If approved, field sample may remain as part of the finished work.

## 1.5 QUALITY ASSURANCE

### A. Contractor Qualifications:

1. All work shall be performed by mechanics experienced in the handling and setting of the material having not less than five (5) years satisfactory experience in comparable installation of new Terra Cotta including work on at least two (2) projects similar in scope and scale to this Project. Submit references with name of contact person and telephone number for the two (2) submitted similar projects.

### B. Manufacturer Qualifications:

1. All Terra Cotta work shall be by a manufacturing firm normally in business of producing work of the type indicated and shall be capable of submitting proof to the Architect/Engineer as follows:
  - a. Length of Time in this Kind of Manufacturing: Five (5) years.
  - b. Photographs and Job Description: At least three (3) previous jobs.

### C. Installer's Qualifications:

1. All Terra Cotta work shall be installed by a firm normally in business of installing work of the type indicated and shall be capable of submitting proof to the Architect/Engineer as follows:
  - a. Length of Time in this Kind of Installation: Ten (10) years
  - b. Photographs and Job Description: At least two (2) previous jobs.

### D. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.

### E. Mockups: Furnish cast stone for installation in mockups specified in Section 042000 "Unit Masonry."

### F. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockup of typical wall area as shown on Drawings.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

### A. Packing and crating of the architectural Terra Cotta shall be done by the manufacturer to prevent damage to the units in transit by normal handling methods. Delivery shall be made to correspond to priority sequencing as directed by the customer. All crates will be delivered f.o.b. job site, unless otherwise requested.

### B. The Contractor becomes responsible for the product at the time it is received.

### C. The Contractor has a 72-hour window for inspecting the delivery. Any non-conformity must be communicated to the Manufacturer immediately and in writing, within that time frame.

### D. If any pieces of Terra Cotta are damaged in transit, the manufacturer shall be immediately notified in writing by the setting contractor and proceed with the remaking of the pieces. The responsibility for the cost of such replacements shall be determined by the point of delivery

outlined in the contract. The Customer shall assume responsibility for the necessary proof of damage.

E. Storage at Project Site or Production Facility:

1. Units shall stay in their original packing material until ready for use. Crates shall not be stacked and shall remain in an upright position. Store units on firm, level, and smooth surface. The units shall be protected from weather before setting, to prevent staining.
2. The manufacturer is responsible for providing the architectural Terra Cotta only. All other materials, products, and equipment necessary to setting and installation the units to the architectural drawing and specification, and the labor to do so, must be provided by the Customer.

1.7 PROJECT CONDITIONS

- A. Cold-Weather: Perform work in accordance with ACI 530.1 current edition.
- B. Hot-Weather: Perform work in accordance with ACI 530.1 current edition.
- C. At end of the working day, or during rainy weather, cover masonry work exposed to weather with waterproof coverage and securely anchor as necessary.
- D. Protection: Adequately protect and do not damage existing construction to remain.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Terra Cotta: Obtain terra cotta units from single source from single manufacturer.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

2.2 TERRA COTTA AND ACCESSORIES

- A. Terra Cotta units shall be outlined on Architectural Drawing with respect to exterior appearance and profile.
  1. Manufacture all pieces for particular installation conditions to minimize any cutting in the field. Contractor to adjust individual pieces to accommodate setting sequence. (In concrete or steel frame building, the veneer or facing material should be fully and continuously supported, at each floor level on shelf supports, of adequate strength and stiffness, rigidly connected to the structural frame, steel shelf angles, or supports, in all cases, should be located in mortar joints. The strength of the Terra Cotta should not be unnecessarily reduced by cutting the webs to receive the steel.)
  2. Adjust Terra Cotta to accommodate relieving angles, vents, weeps, expansion joints, etc.

- a. Proper provision should be made for expansion joints, at shelf supports, over column cases, etc., to prevent the development of disruptive stresses caused by deflection, wind pressure, temperature changes, settlement, and like forces.
  - b. Properly constructed flashing should be provided.
  - c. Reglets shall be provided to receive gutter linings and flashing when the joints cannot be used for the purpose. Reglets shall be not less than 3/4" deep, unless otherwise specified.
  - d. The volume changes incident to the setting and hardening of concrete, and the variations in volume of concrete due to humidity and temperature conditions, require provisions to allow free movement of the supporting frame and make it undesirable to completely fill a facing applied to a concrete structure.
- B. Install by anchored method as required by referenced standards and as described on approved shop drawings.
1. All anchors, hangers, bolts, clips, straps, rods, and pins for securing Terra Cotta shall be of stainless steel or galvanized steel.
- C. Quality Control:
1. Terra Cotta units shall conform to the physical requirements listed below as preformed in accordance with ASTM Specifications.
    - a. Compressive Strength – ASTM C67
    - b. Absorption (5 hour boil) – ASTM C67
    - c. Saturation Coefficient – ASTM C67
    - d. Crazeing – ASTM C126
  2. Face Dimension Tolerances from Approved Shop Drawing: All dimensional tolerances will be +/-0.0105" per inch of length except diamond saw cut dimensions which will be within +/- 1/16". [0.0105" x length in inches = tolerance limitations. For example, for a part with a 12" long shop drawing dimension, the tolerance would be: 0.0105" x 12" = +/- 0.126" or 1/8" or 3.2mm]
  3. Warpage Tolerances: The exposed face of hand made Terra Cotta shall not vary from a true plane more than the existing original material. Warpage Tolerances – The exposed face of machine extruded ceramic veneer shall not vary from a true plane by more than 0.005 inch per inch of length.
  4. Finished faces that will be exposed when installed shall be free from chips, blisters, or other imperfections detracting from the appearance of the finished wall when viewed from a normal distance or of a minimum of 15 feet.

Terra Cotta Specifications

<u>Test Average (based on 10 Samples)</u>	<u>Method</u>	<u>Criteria</u>
Compressive strength: 6000 psi	ASTM C67	ASTM C126
Absorption (5 hour boil) 11.5%	ASTM C67	
Absorption (24 hour soak) 7.5%	ASTM C67	
Saturation coefficient: 0.69	ASTM C67	
Craze resistance	ASTM C126	300
Glaze absorption: 0.15%	ASTM C67	
Freeze/thaw resistance cycles without degradation	ASTM C67	

## 2.3 MORTAR AND GROUT MATERIALS

- A. Mortars shall comply with ASTM C270
- B. Grouts shall comply with ASTM C376.
- C. Cementitious Materials:
  - 1. Portland Cement: ASTM C150, Type I or II; low alkali per ASTM C150, Table 2.
  - 2. Hydrated Lime: ASTM C207, Type S
- D. Aggregates:
  - 1. Sand: Clean, washed natural or manufactured silica sand graded according to ASTM C144, shall contain no more than 50 parts per million of chloride ions, and shall be free of organic contaminants.
  - 2. Coarse Aggregates: ASTM C404 with a maximum size of 3/8" diameter. Aggregate shall contain no more than 50 parts per million of chloride ions and shall be free of organic contaminants.
- E. Water: Potable, clean, and free from injurious amount of oil, alkali, organic matter, or other deleterious material.

## 2.4 FABRICATION

- A. Walls shall not be less than one inch thick and partitions shall be of such thickness and so spaced as to perform their proper functions with regard to form and structure. Necessary anchor holes and hand holds shall be provided in accordance with shop drawings so formed as to properly engage the structure. Beds generally shall be not less than 4 inches deep.
- B. All joints shall be straight and true. All Terra Cotta shall be laid out at the factory to check for uniformity of joint widths and overall dimensions. Where necessary to secure accurate dimensions and uniform joint widths, the material shall be sized straight and true.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION BY INSTALLER

- A. Establish line, levels, and coursing. Protect from disturbance.

- B. Clean new unit prior to setting, leaving edges and surfaces free of dirt or foreign material. Do not use wire brushes or implements that mark or damage exposed surfaces.
  - 1. Soak units in a vat or box of clean water for one hour or more just prior to installation. Units shall be noticeably damp at the time of setting. Units shall be drained sufficiently to eliminate surface water.
  - 2. At the beginning of setting each day, soak all walls to be faced with clean water applied by a hose and spray nozzle. Soak again with water not more than one hour before setting of unit.

### 3.3 INSTALLTION: GENERAL

- A. In Connection with Structural Steel:
  - 1. Beams, channels, angles, T's, plates, an fabricated members for supporting Terra Cotta and which are not secured to the structural steel by fixed connections, as shown on the architect's drawings, together with all anchors, hangers, bolts, clips, straps, rods, and pins for securing Terra Cotta, shall be furnished and installed by the Terra Cotta Installation Contractor.
- B. In Connections with Structural Concrete:
  - 1. The Contractor for structural concrete shall furnish and install all supporting metal work imbedded in the concrete and all shelf angles and continuous supports. Ass such metal work shall conform to the requirements of the Terra Cotta structural support drawing and setting drawing prepared by the Terra Cotta manufacturer.
- C. All other loose anchors, such as clamps, hangers, clips, straps, and pins shall be furnished and installed by the Terra Cotta Installation Contractor.
- D. Proper care should be exercised to prevent the corrosion of all steel supports, tiees, etc. Where such protection cannot be permanently secured through encasement with mortar or concrete, or through the use of corrosion resistant metallic coating, non-corrosive metals should be employed.
- E. Exposed free-standing construction, subject to the absorption of water through mortar joints and liable to injury from subsequent freezing, or the expansion of improper filling material, should generally be left unfilled and should be ventilated by means of small, inconspicuously placed weep-holes indicated by W.H. on the shop drawings.
- F. Maintain uniform joint widths to match existing.
- G. Erection Tolerances:
  - 1. Variation from Plumb: In accordance with ACI 530.1 current edition.
  - 2. Variation from Level: In accordance with ACI 530.1 current edition.
  - 3. Variation from True Plane: In accordance with ACI 530.1 current edition.

### 3.4 MIXING, MORTAR, AND GROUT

- A. Mix and proportion cementitious materials for site-made setting beds and grout:



1. Setting Mortar: Use Type N mortar; in accordance with ASTM C270 with the following material mix proportion by volume:
  - Portland Cement: 1 part
  - Hydrated Lime: 1 part
  - Sand: 6 parts
  - a. Color of mortar shall match building's existing cleaned mortar.
  - b. Use colored sand to obtain desired mortar color.
2. Pointing Mortar: Use setting mortar for new construction. If new construction is adjacent to existing, match color of mortar. If new Terra Cotta is to replace existing, refer to Section 041500 Terra Cotta Repair.

*Mortar for Terra Cotta Pointing*

TYPE N: (Harder compression strength)	TYPE O: (Softer compression strength)
Portland Cement: 1 part	Portland Cement: 1 part
Hydrated Lime: 1 part	Hydrated Lime: 2 parts
Sand: 6 parts	Sand: 6 parts

Color of mortar shall match building's existing cleaned mortar.  
Use colored sand to obtain desired mortar color.

### 3.5 POINT JOINTS

#### A. Pointing

1. Refer to ACI 530.1 current edition for Hot and Cold Weather Construction.
2. Wet joint thoroughly and repeatedly prior to pointing and between pointing lifts. Allow water to soak in so that no freestanding water is visible.
3. Point in two lifts: pack joints to within 3/8 inch of surface on first lift, allow first lift to set prior to pointing second lift.
4. As soon as mortar has taken its initial set, tool joint surfaces to be slightly concave, or to match existing sound mortar joint surfaces. Do not allow mortar to extend over edges of Terra Cotta units.
  - a. After initial 24 hour set, moisten until cured. Allow mortar to cure completely prior to cleaning operations, minimum 30 days.
  - b. Clean up after pointing operations are complete. Remove mortar stains, excess mortar, etc. from all surrounding surfaces. Do not use acids; rinse thoroughly after clean up operations. All joints in overhanging Terra Cotta, balustrades, parapets, and free standing features shall have joints raked out 1/2 inch, backer rod, sealant, and lead "T" installed.

#### B. Re-pointing

1. General: Do not re-point in temperatures over 90°F or under 40°F. Provide cover so that re-pointing may be accomplished without direct sunlight on the joints for up to eight (8) hours after re-pointing.
2. Clean up after re-pointing operations are complete. Remove mortar stains, excess mortar, etc., from all surrounding surfaces. Do not use acid; rinse thoroughly after clean-up operations.

3.6 CUTTING AND FITTING

- A. Obtain Architect/Engineer concurrence prior to job site cutting and fitting any item not indicated on drawing. Cutting and fitting of the Terra Cotta that may be required at the building, including all fitting around anchors, steel and ironwork and reinforced concrete, shall be done by the contractor for setting Terra Cotta. Do not impair appearance or strength of Terra Cotta.
- B. All necessary face cutting of Terra Cotta at the job site shall be done with a saw using a water-cooled diamond blade. Face cutting shall not disturb the glaze.

3.7 CLEANING

- A. Remove excess mortar from all surrounding surfaces upon completion of setting to prevent stains.
- B. Clean area of work as specified.

3.8 PROTECTION

- A. Protect and do not damage existing adjacent work to remain.
- B. Protect new work from damage or staining due to construction operations.
  - 1. All uncompleted walls including Terra Cotta and backing shall be protected by waterproof covering at night and at any time when liable to injury from storms or freezing.
- C. On completion of construction, remove all temporary protection.

3.9 ACCEPTANCE

- A. The completed installation shall have the acceptance of the Architect/Engineer/Owner. Remove and replace units that are chipped, cracked, or otherwise damaged which do not conform to the Specification Requirements.

3.10 CLEAN-UP

- A. Upon completion of Terra Cotta replacement operations, remove tools, equipment, and other unnecessary materials from site. Return adjacent area to the clean condition, which existed prior to the start of work.
- B. Remove and legally dispose off-site all debris, rubbish, and other materials resulting from Terra Cotta installation.

END OF SECTION 042100

**SECTION 051201**  
**STRUCTURAL STEEL**

**PART 1 GENERAL**

**1.01 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION**

- A. Anchor Bolts: Installed under Section 033000 or 033001.

**1.02 REFERENCES**

- A. Except as shown or specified otherwise, the Work of this Section shall meet the requirements of the following:
  - 1. Design, Fabrication, and Erection: "Specification for Structural Steel Buildings, Load and Resistance Factor Design" (LRFD), December 1, 1993, by the American Institute of Steel Construction, (AISC Specification).
  - 2. Standard Practice: Fabrication and erection practices shall comply with the "Code of Standard Practice for Steel Buildings and Bridges", June 10, 1992, by the American Institute of Steel Construction (AISC Code).
  - 3. Welding: "Structural Welding Code - Steel, AWS D1.1", by the American Welding Society (AWS Code).
  - 4. High-Strength Bolting: "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts", November 13, 1985, by the Engineering Foundation's Research Council on Structural Connections (Specification for Structural Joints).
  - 5. Cleaning Steel: Comply with the appropriate specifications (SSPC SP-X) by the Steel Structures Painting Council.

**1.03 DEFINITIONS**

- A. AISC Manual: Where reference is made to the AISC Manual, it shall mean the Manual of Steel Construction, LRFD, Second Edition, of the American Institute of Steel Construction.

**1.04 REQUIREMENTS FOR CONNECTIONS**

- A. General:
  - 1. Do not use a connection whose capacity is less than half the total uniform load capacity shown in the "Maximum factored uniform loads in kips for beams laterally supported" tables in the AISC Manual for the given shape, span, and steel specification of the beam in question, unless otherwise indicated.
- B. Shop Connections: Welded or high strength bolted, unless otherwise indicated. Field connections required to be welded or fully-tensioned high-strength bolted shall meet the same requirements when fabricated in the shop.
- C. Field Connections:

1. The following field connections shall be welded or high strength bolted as indicated on the Drawings or, when not indicated, shall be either welded or high strength bolted at the Contractor's option:
  - a. Column bracing.
  - b. Connections of beams to columns, or within three feet of columns.
- D. Standard Beam Connections:
  1. Beam connections shall be framed or seated as shown on pages 9-22 through 9-90 of the AISC Manual, unless otherwise indicated.
- E. High-Strength Bolted Connections: Amend the Specification for Structural Joints as follows:
  1. In Item 3(b) of the specification, change the second sentence to read "Burrs shall be removed."
  2. In Item 3(c) of the specification, delete the last two sentences, and add the following sentence: "Flame cut surfaces shall be ground smooth."
  3. In Item 7(b)(1) of the specification, add the following to the last sentence: ", except that oversize holes shall not be used in connections with galvanized faying surfaces."
  4. In Item 7(b)(2) of the specification, add the following to the last sentence: ", except that short slotted holes shall not be used in connections with galvanized faying surfaces when the force on the joint is in a direction other than normal to the axis of the slot."
  5. In Item 7(b)(3) of the specification, add the following to the last sentence: ", except that long slotted holes shall not be used in connections with galvanized faying surfaces when the force on the joint is in a direction other than normal to the axis of the slot."
  6. Change Item 7(c)(3) of the specification to read as follows: "All high-strength bolts shall have a hardened washer under the element (nut or bolt head) turned in tightening, regardless of the method of tightening."
  7. In Item 8(b) of the specification, change the first sentence to read: "A tension measuring device shall be required at all work sites where high-strength bolts are being installed."
  8. In Item 8(c)(1) of the specification, delete the second sentence and add the following sentence: "The snug-tight condition is defined as the tightness attained by either a few impacts of an impact wrench or the full effort of a worker with an ordinary spud wrench that brings the connected plies into firm contact."
  9. In Item 9(b) of the specification, delete "Arbitration" from the heading. Also change the first paragraph to read: "When high-strength bolts have been installed by any of the tightening methods in Item 8(d), the following inspection procedure shall be used."
  10. In Item 9(c) of the specification, delete "arbitration" from the last sentence.
  11. In Item 9 of the specification, the inspection of bolt tightening shall be as specified under Item 9(b). Furnish the calibration device and the inspection torque wrench, and make them available, upon request, to representatives of the State or designated inspection laboratory during

the entire period when steel is being fabricated and erected. The inspection torque wrench shall be capable of indicating that the job inspecting torque has been reached by a second method in addition to direct observation of the wrench dial. The inspection wrench calibration and the bolt tightening inspection shall be performed by the Contractor, and shall be witnessed by a representative of the Director or the designated inspection laboratory.

- F. Design, Fabrication and Erection (Amendments to the AISC Specification):
  - 1. In Item A6. of the specification, change "American Welding Society" to "American Welding Society (Latest Adoption Date)". Delete the date from all referenced AWS Codes.
  - 2. In Item J1.6. of the specification, change the last sentence to read: "Weld access holes and beam copes in other shapes shall be ground smooth, but need not be inspected by dye penetrant or magnetic particle methods."
  - 3. In Item J2. of the specification, delete the words "except Chapter 10 - Tubular Structures, which is outside the scope of this specification, and" from the introductory sentence.
  - 4. In Item J3.2. of the specification, change the first sentence in the fourth paragraph to read as follows: "Oversized holes are permitted in any or all plys of slip-critical connections, except those with galvanized faying surfaces. Oversized holes shall not be used in slip-critical connections with galvanized faying surfaces, or in bearing-type connections."
  - 5. In Item J3.2. of the specification, change the second sentence in the fifth paragraph to read as follows: "Short-slotted holes are permitted without regard to direction of loading in slip-critical connections, except those with galvanized faying surfaces. The length of the slot shall be normal to the direction of the load in slip-critical connections with galvanized faying surfaces and in bearing-type connections."
  - 6. In Item J3.2. of the specification, change the second sentence in the sixth paragraph to read as follows: "Long-slotted holes are permitted without regard to direction of loading in slip-critical connections, except those with galvanized faying surfaces. The length of the slot shall be normal to the direction of the load in slip-critical connections with galvanized faying surfaces and in bearing-type connections."
  - 7. In Item M2.2. of the specification, delete the first two paragraphs.
  - 8. In Item M2.5. of the specification, delete the fourth paragraph.
  - 9. In Item M4.5. of the specification, delete the first paragraph.
  - 10. Delete Item M5.4. of the specification in its entirety.

## **1.05 SUBMITTALS**

- A. Shop Drawings: Submit shop drawings for all structural steel. Machine duplicated copies of Contract Drawings will not be accepted as shop drawings
  - 1. Include anchor bolt and base plate plans, erection drawings, and detail drawings for all members.

2. Indicate shop and field welds by standard AWS welding symbols in accordance with AWS A2.4.
  3. When shop drawings are marked "Approved as Noted", promptly resubmit copies of corrected shop drawings for formal approval and record.
- B. Product Data:
1. Shop Paint: Manufacturer's name and printed product literature, including storage and application instructions.
- C. Quality Control Submittals:
1. Certificates: Submit evidence, in triplicate, of steel material compliance with this Specification. Evidence shall consist of certification of source of material, copies of purchase orders and manufacturer's certifications. For stock material, submit copies of latest mill or purchase orders for material replacement.
  2. Fabricator's and Erector's Qualifications Data: Name and experience of fabricator and erector.

#### **1.06 QUALITY ASSURANCE**

- A. Fabricator's and Erector's Qualifications: The fabricator and erector shall be experienced in structural steel work and shall be subject to the approval of the Owner.
- B. Inspection: Shop and field quality assurance inspection may be made by the State. If quality assurance inspection is made by the State, it shall not relieve the fabricator and erector of responsibility for their own quality control programs.
- C. Galvanizing: Stamp galvanized items with galvanizer's name, weight of coating, and applicable ASTM number.

#### **1.07 WELDING PROCESS**

- A. Use only shielded metal arc welding.
- B. Shielded metal arc welding procedures that comply with the provisions of the AWS Code shall be considered to be prequalified.

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Coordinate delivery of anchor bolts and other anchorage devices to be built into other construction to avoid delay.
- B. Upon delivery to the site, promptly cover and protect steel items (which are not required to receive shop paint) from rusting.

- C. Store shop paint in accordance with paint manufacturer's printed instructions.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Structural Steel: ASTM A992, ASTM A572, except as specified or shown otherwise.
- B. Anchor Bolts, Miscellaneous Rods and Anchors, and Other Detail Material Not Proportioned for Calculated Stress: ASTM A 36; or ASTM A 675, Grade 70.
- C. High-Strength Bolts: ASTM A 325.
- D. Steel Pipe: ASTM A 53, Type E or S, Grade B.
- E. Steel Structural Tubing: ASTM A 500, Grade B; or ASTM A 501.
- F. Weld Filler Metal: Weld filler metal for shielded metal arc welding complying with AWS Specifications A5.1 or A5.5.
- G. Cold Galvanizing Compound: Single component compound giving 93 percent pure zinc in the dried film, and meeting the requirements of DOD-P-21035A (NAVY).
- H. Shop Paint (General): Steel primer selected from the following:
  - 1. TNE MEC 10-99 (Red), 10-99G (Green) or 10-1009 (Gray).
  - 2. Rust-Oleum 769.
  - 3. Valspar 13-R-53.
  - 4. Sherwin-Williams "Kromik".
- I. Bedding Mortar:
  - 1. Cement Grout: Portland cement complying with ASTM C 150, Type I or III, and clean uniformly graded natural sand complying with ASTM C 404, size No. 2; mixed at a ratio (by volume) of 1.0 part cement to 3.0 parts sand, with only the minimum amount of water required for placement and hydration.
  - 2. Shrink-Resistant Grout (Ferrous): Factory-packaged, non-catalyzed, ferrous aggregate mortar grouting compound selected from the following:
    - a. Embeco 636 by Master Builders, 23700 Chagrin Blvd., Cleveland, OH 44122 (800) 227-3350.
    - b. Ferrolith G-NC by Sonneborn, Chemrex, Inc., 57-46 Flushing Ave., Maspeth, NY 11378, (800) 433-9517.

- c. Ferro-Grout by L&M Construction Chemicals, 14851 Calhoun Rd., Omaha, NB 68152, (800) 362-3331.
  - d. Vibra-Foil by A.C. Horn, Inc., Tamm Industries, 7405 Production Dr., Mentor, OH 44060, (800) 862-2667.
- 3. Shrink-Resistant Grout (Non-Staining): Factory-packaged, non-ferrous mortar grouting compound selected from the following:
  - a. Masterflow 713 by Master Builders, 23700 Chagrin Blvd., Cleveland, OH 44122 (800) 227-3350.
  - b. SonogROUT by Sonneborn, Chemrex, Inc., 57-46 Flushing Ave., Maspeth, NY 11378, (800) 433-9517.
  - c. Five Star Grout by Five Star Products, Inc., 425 Stillson Rd., Fairfield, CT 06430, (800) 243-2206.
  - d. Crystex by L&M Construction Chemicals, 14851 Calhoun Rd., Omaha, NB 68152, (800) 362-3331.
  - e. Non-Corrosive, Non-Shrink Grout by A.C. Horn, Inc., Tamm Industries, 7405 Production Dr., Mentor, OH 44060, (800) 862-2667.

## **2.02 FABRICATION**

- A. Do not commence fabrication until the fabricator has been approved and the fabrication schedule has been coordinated with the designated Quality Assurance inspection agency (independent inspection laboratory or the State).
  - 1. Give the Owner's Representative one week advance notice of the commencement of fabrication.
- B. Progress shop fabrication from "Approved" or "Approved as Noted" detail drawings only.
  - 1. When detail drawings are "Approved as Noted", progress fabrication in strict accordance with notes thereon.
- C. Finish column ends at base plates and at load carrying cap plates to a true plane square to the column, with a maximum American National Standards Institute surface roughness value of 500 microinches.
- D. Make provisions for connections of other Work, including all cutting and punching of structural members where required by the Drawings, or for which information is furnished prior to approval of the shop drawings.
- E. Prepare material in accordance with Section 3 of the AWS Code. Do not use gas or air carbon-arc cutting to cut or enlarge bolt holes.



- F. Galvanizing: Unless otherwise specified or noted, items indicated to be galvanized shall receive a zinc coating by the hot-dip process, after fabrication, complying with the following:
1. ASTM A 123 for plain and fabricated material.
  2. ASTM A 153 for iron and steel hardware.
- G. Cleaning Steel: Thoroughly clean all structural steel. Remove oil, grease, and similar contaminants in accordance with SSPC SP-1 "Solvent Cleaning". Remove loose mill scale, loose rust, weld slag and spatter, and other detrimental material in accordance with SSPC SP-2 "Hand Tool Cleaning", SSPC SP-3 "Power Tool Cleaning", or SSPC SP-7 "Brush-Off Blast Cleaning".
- H. Shop Painting:
1. Galvanized Items:
    - a. Galvanized items which are to be finish painted under Section 099101 shall be rinsed in hot alkali or in an acid solution and then in clear water.
    - b. Welded and abraded galvanized surfaces shall be wire brushed and repaired with a coating of cold galvanizing compound.
  2. Apply one coat of shop paint to all steel surfaces except as follows:
    - a. Do not shop paint steel surfaces to be field welded, contact surfaces of high-strength bolted slip critical connections, and steel to be encased in cast-in-place concrete.
    - b. Apply 2 coats of shop paint, before assembly, to steel surfaces inaccessible after assembly, except surfaces in contact.
    - c. Do not paint galvanized items which are not to be finish painted under Section 099101.
  3. Apply paint and compound on dry surfaces in accordance with the manufacturer's printed instructions, and to the following minimum thickness per coat:
    - a. Shop Paint (General): 4.0 mils wet film.
    - b. Shop Paint for Galvanized Steel: 3.0 mils wet film.
    - c. Cold Galvanizing Compound: 2.0 mils dry film.

### **PART 3 EXECUTION**

#### **3.01 ERECTION**

- A. Erect steel in accordance with the AISC Specification, the AISC Code, the AWS Code and the Specification for Structural Joints, except as otherwise specified.
- B. Prepare and place shrink-resistant grout in accordance with grout manufacturer's printed instructions.
  - 1. Comply with manufacturer's instructions for preparation of surfaces in contact with grout, and for curing and protection of grout.
- C. Do not use gas or air carbon-arc cutting to cut or enlarge bolt holes.
- D. Do not make corrections or alterations to fabricated steel without prior written approval by the Director's Representative.

#### **END OF SECTION**

## SECTION 053123 - STEEL ROOF DECKING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Roof deck.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of decking specified, including dimensions of individual components, profiles, and finishes, accessory, and product indicated.
- B. Shop Drawings:
  - 1. Prior to fabrication, prepare shop drawings for work under this section and submit to Architect. Include deck layout, deck type and gauge, cut deck openings, framing and support of openings, dimensions and sections, details of accessories and type, location of welds, anchorage details, reinforcing channels, pans, special jointing, accessories, and attachments to other construction. Manufacturer's product literature and relevant approvals are to be submitted with the shop drawings.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Product Certificates: For each type of steel decking.
- C. Product Test Reports: For tests performed by a qualified testing agency, indicating that each of the following complies with requirements:
  - 1. Power-actuated mechanical fasteners.
- D. Evaluation Reports: For steel deck, from ICC-ES.
- E. Field quality-control reports.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
- C. FM Global Listing: Provide steel roof deck evaluated by FM Global and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- B. Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

### 2.2 MANUFACTURERS

- A. Metal Deck and Accessories:
  - 1. CANAM Steel Corporation
  - 2. Wheeling Corrugating Co.
  - 3. Nucor, Vulcraft Group
- B. Mechanical Fasteners
  - 1. Hilti, Inc.
- C. Sidelap Connectors
  - 1. Hilti, Inc.

## 2.3 ROOF DECK

- A. Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, and with the following:
1. Galvanized and Shop-Primed Steel Sheet: ASTM A653/A653M, Structural Steel (SS), Grade 80 (550), G60 (Z180) zinc coating (both sides); cleaned, pretreated, and primed with manufacturer's standard baked-on, rust-inhibitive primer.
  2. Shop Finish: Roof deck exposed to view shall be cleaned and phosphatized prior to painting. Primer shall be applied in the shop and shall be structural steel primer or coil coating paint applied at rate of 0.6 Mils DFT minimum. Salt spray resistance of paint shall be 100+ hours when tested in accordance with ASTM B117.
    - a. Color: Manufacturer's standard Gray.
    - b. Field Touch-up Paint: Acrylic rust-inhibitive type containing no lead equal to Tnemec 115 Unibond or Carboline Carbocrylic 3358.
  3. Deck Profile: 4.2" Corrugated
  4. Profile Depth: 1-1/16 inches.
  5. Deck Unit: Length(s) to be V.I.F. by Contractor.
  6. Span Condition: As indicated.
  7. Sidelaps: Overlapped.

## 2.4 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
1. Material: AISI 1070 modified
  2. Hardness: Minimum Rockwell Hardness C 54.5
  3. Design and Manufacture: Knurled shank with forged ballistic point. Manufacturing process shall ensure steel ductility and prevent development of hydrogen embrittlement.
  4. Washers: For structural steel framing: Minimum 15mm (0.591 in.) steel washers.
  5. Corrosion Resistance: Minimum AISI 304 stainless steel sealing caps with bonded neoprene washer shall be installed over each fastener.
  6. Design Requirements:
    - a. ICC-ES AC43 or SDI method for diaphragm shear strength and stiffness.
    - b. FM wind uplift resistance: Deck fasteners of a type that will provide equal or greater uplift resistance than a 3/4" puddle weld.
    - c. UL fire classification.
  7. Approved Types: Hilti HSN 24, X-EDNK-22 THQ12, X-EDN-19 THQ12, X-ENP-19 L15
- C. Sidelap Fasteners: Mechanical sidelap connectors.
1. Material: ASTM A510 Grade 1022
  2. Hardness: Minimum Vickers Surface Hardness of 450 HV0.3
  3. Design and Manufacture: Hex washer head undercut with reverse serrations; self-piercing or stitch point at centre.

4. Corrosion Resistance: AISI 410 or 304 stainless steel with bonded neoprene washer
  5. Design Requirements:
    - a. ICC-ES AC43 or SDI method for diaphragm shear strength and stiffness
    - b. FM wind uplift resistance
  6. Approved Types: Hilti SLC 01, Hilti SLC 02
- D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), not less than 0.0359-inch (0.91-mm) design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- F. Weld Washers: Uncoated steel sheet, shaped to fit deck rib, 0.0747 inch (1.90 mm) thick, with factory-punched hole of 3/8-inch (9.5-mm) minimum diameter.
- G. Galvanizing Repair Paint: ASTM A780/A780M with dry film containing a minimum of 94 percent zinc dust by weight.
- H. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.
- B. Install temporary shoring before placing deck panels if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract sidelap interlocks.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

- G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
- I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

### 3.3 ROOF-DECK INSTALLATION

- A. Fasten roof-deck panels to steel supporting members with Hilti fasteners:
  - 1. For top flange or chords sections between 1/8"–3/8" (3-10mm), use Hilti HSN 24 fastener.
  - 2. For top flange or chord sections between 1/8"–1/4" (3-6mm), use Hilti X-EDNK-22 THQ12 fastener.
  - 3. For top flange or chord sections between 3/16"–3/8" (5-10mm), use Hilti X-EDN-19 THQ12 fastener.
  - 4. For top flanges equal to or thicker than 1/4" (6mm), use Hilti X-ENP-19 L15 fastener.
- B. Sidelap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of one-half of the span or 18 inches (457 mm), or as required by manufacturer, and as follows:
  - 1. Sidelap connectors to connect steel deck units at overlaps, 300mm on centre:
    - a. Hilti SLC 01 for gauges 18-26
    - b. Hilti SLC 02 for gauges 16-22
  - 2. Drive mechanical sidelap connectors completely through adjacent lapped roof deck sheets to achieve positive engagement of adjacent sheets with a minimum of three thread penetration.
  - 3.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches (38 mm), with end joints as follows:
  - 1. End Joints: Lapped 2 inches (51 mm) minimum.
- D. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Mechanically fasten to substrate to provide a complete deck installation.
  - 1. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.
- E. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.

### 3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

- B. Field welds will be subject to inspection.
- C. Prepare test and inspection reports.

### 3.5 PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A780/A780M, comply with Military Specification MIL-P-21035, and manufacturer's written instructions.
- B. Repair Painting/Field Touch Up: Wire brush and clean scarred and rusted areas, welds, and abraded areas in galvanizing on both surfaces of prime-painted deck immediately after installation, and apply galvanizing repair paint. Apply in accordance with the manufacturer's instructions.
  - 1. For deck that is primed, after repair to the galvanizing paint as indicated above, paint the affected areas with the field touch-up primer.
  - 2. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.

END OF SECTION 053123



## SECTION 055100 - METAL STAIRS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Steel floor plates.
  - 2. Cast iron treads.
  - 3. Steel tube railings attached to metal stairs.
  - 4. Steel tube handrails attached to walls adjacent to metal stairs.

#### 1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for checkered steel plate platform, metal stairs treads, and railings to existing stair frame.
  - 1. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, anchor bolts, blocking for attachment of wall-mounted handrails, and items with integral anchors, that are to be embedded in concrete or masonry.
  - 2. Deliver such items to Project site in time for installation.
- C. Schedule installation of railings so wall attachments are made only to completed walls.
  - 1. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For metal pan stairs and the following:
  - 1. Checkered steel floor plate.
  - 2. Cast iron treads.
  - 3. Shop primer products.
  - 4. Handrail wall brackets.
  - 5. Grout.

- B. Shop Drawings:
  - 1. Include plans, elevations, sections, details, and attachments to other work.
  - 2. Indicate sizes of metal sections, thickness of metals, profiles, holes, and field joints.
  - 3. Include plan at each level.
  - 4. Indicate locations of anchors, weld plates, and blocking for attachment of wall-mounted handrails.
  - 5. Indicate profile and dimensions of cast iron treads, anchorage to existing steel stair framing, and abrasive surface.
- C. Calculations: Submit structural calculations and load test data. Calculations shall bear the seal of a professional engineer registers in the State of New York.
- D. Samples for Verification: Cast iron tread and anchors.
- E. Delegated-Design Submittal: For stairs, railings, cast iron treads, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer's experience with providing delegated-design engineering services of the kind indicated that have resulted in the successful installation of stairs similar in material, design, and extent to that indicated for this project, including documentation that engineer is licensed in the New York State in which Project is located.
  - 1. Shop drawings will be reviewed by the Engineer of Record for size, material, and strength of connections only. This review shall not relieve the Contractor of responsibility for the design of the stairs.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Warranty: Manufacturer's warranty for abrasive tread surface.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.
  - 1. Five (5) years minimum experience in steel fabrications of stairs or similar Work.
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification.

1. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers.
2. Protect steel members and packaged materials from corrosion and deterioration.
3. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures.
  - a. Repair or replace damaged materials or structures as directed.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design stairs, railings, cast iron treads, including attachment to building construction.
- B. Structural Performance of Stairs: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  1. Uniform Load: 100 lbf/sq. ft. (4.79 kN/sq. m).
  2. Concentrated Load: 300 lbf (1.33 kN) applied on an area of 4 sq. in. (2580 sq. mm).
  3. Uniform and concentrated loads need not be assumed to act concurrently.
  4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
  5. Limit deflection on length of treads and tread support to 1/8 inch. Limit deflection of platform support to 1/4 inch (6.4mm). Limit deflection of stair framing members to 1/8 inch.
- C. Structural Performance of Railings: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
    - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  2. Infill of Guards (Intermediate rails and balusters):
    - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m), including openings and spaces between rails.
    - b. Vertical downward load of 50 lbf (0.22 kN) applied at the most critical locations.
    - c. Concentrated upward load of 50 lbf (0.22 kN) applied at the most critical locations.
    - d. Infill load and other loads need not be assumed to act concurrently.
  3. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
    - a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- D. Seismic Performance of Stairs: Metal stairs shall withstand the effects of earthquake motions determined according to the NYS Building Code.

- E. Assume all responsibility for the correctness and accuracy of installation; take and verify all measurements at the Building. The Contractor shall assume full responsibility for the correctness of dimensions and fit.

## 2.2 MANUFACTURERS

- A. Cast Iron Treads: 7/16" thick gray cast iron, with hatched design surface. Provide wearing surface of abrasive grit cast into the metal.
  - 1. Manufacturers:
    - a. American Safety Tread Co., Helena, AL 35080
      - 1) Feracast
    - b. Wooster Products Inc., Wooster, OH 44691
      - 1) Ferrogrit
    - c. Nystrom, Brooklyn Park, MN
      - 1) STCI-C6C

## 2.3 METALS

- A. Metal Surfaces: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars, and other hot-rolled Sections: ASTM A36/A36M.
- C. Cast Iron Stair Treads: ASTM A48/A48M.
- D. Steel Pipe for Railings: ASTM A53/A53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
  - 1. Provide galvanized finish for exterior installations and where indicated.
- E. Cold-Rolled Steel Plate: ASTM A568, Grade 36.
- F. Galvanized-Steel Sheet: ASTM A653/A653M, G90 (Z275) coating, structural steel, Grade 33 (Grade 230), unless another grade is required by design loads.

## 2.4 ABRASIVE TREADS

- A. Cast-Metal Units: Cast iron, with an integral abrasive, as-cast finish consisting of aluminum oxide, silicon carbide, or a combination of both. Fabricate units in lengths necessary to accurately fit openings or conditions.
  - 1. Configuration: Cross-hatched units, [3 inches (75 mm)] [4 inches (100 mm)] wide without lip.

## 2.5 FASTENERS

- A. General: Provide Type 304 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5 where built into exterior walls.
  - 1. Select fasteners for type, grade, and class required.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A; with hex nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.
- D. Anchor Bolts: ASTM F1554, Grade 36, of dimensions indicated; with nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.
  - 1. Provide mechanically deposited or hot-dip, zinc-coated anchor bolts for exterior stairs.
- E. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E488/E488M, conducted by a qualified independent testing agency.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy [Group 1 (A1)] [Group 2 (A4)] stainless-steel bolts, ASTM F593, and nuts, ASTM F594 (ASTM F836M).

## 2.6 MISCELLANEOUS MATERIALS

- A. Handrail Wall Brackets: Cast stainless steel, center of rail 3-1/8 inches (79.4 mm) from face of wall.
- B. Welding Electrodes: Comply with AWS requirements.
- C. Shop Primers Paint: Modified alkyd rust-inhibitive type containing no lead equal to Tnemec 10-99 or Carboline Carbocoat 115-SG.
- D. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- E. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish system indicated.
- F. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and ASTM A780/A780M and compatible with paints specified to be used over it.
- G. Field Touch-up Paint: Acrylic rust-inhibitive type containing no lead equal to Tnemec 115 Unibond or Carboline Carbocrylic 3358.

- H. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, nonmetallic aggregate grout; recommended by manufacturer for exterior use; noncorrosive and nonstaining; mixed with water to consistency suitable for application and a 30-minute working time.
  - 1. Reinforcement Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening welded-wire reinforcement in place.
    - a. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete.
- I. For galvanized reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.
- J. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

## 2.7 FABRICATION, GENERAL

- A. Provide complete stair assemblies, including, railings, clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.
  - 1. Join components by welding unless otherwise indicated.
  - 2. Use connections that maintain structural value of joined pieces.
- B. Assemble railings in shop to greatest extent possible.
  - 1. Disassemble units only as necessary for shipping and handling limitations.
  - 2. Clearly mark units for reassembly and coordinated installation.
- C. Cut, drill, and punch metals cleanly and accurately.
  - 1. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated.
  - 2. Remove sharp or rough areas on exposed surfaces.
- D. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- E. Form exposed work with accurate angles and surfaces and straight edges.
- F. Weld connections to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Weld exposed corners and seams continuously unless otherwise indicated.
  - 5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for [Finish #1 - No evidence of welded joint] [Finish #2 - Completely sanded joint with some undercutting and pinholes okay] [Finish #3 - Partially dressed weld with spatter removed] [Finish #4 - Good quality, uniform undressed weld with minimal splatter].

- G. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible.
  - 1. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts unless otherwise indicated.
  - 2. Locate joints where least conspicuous.
  - 3. Fabricate joints that will be exposed to weather in a manner to exclude water.
  - 4. Provide weep holes where water may accumulate internally.

## 2.8 FABRICATION OF STEEL-FRAMED STAIRS COMPONENTS

- A. NAAMM Stair Standard: Comply with NAAMM AMP 510, "Metal Stairs Manual," for Service Class, unless more stringent requirements are indicated.
- B. Stair Framing (Existing):
  - 1. Provide cast iron treads and checkered steel platform with pipe handrails, as shown on the Drawings, as required to comply with "Performance Requirements" Article.
    - a. Secure cast iron treads in place with ½" flat head bolts.
    - b. Brackets for treads: Steel angles securely attached to existing steel stringer.
  - c. Checkered steel platform securely attached to existing steel stringer with fasteners.
    - 1) Finish: Shop primed and Galvanized.

## 2.9 FABRICATION OF STAIR RAILINGS

- A. Comply with applicable requirements in Section 055213 "Pipe and Tube Railings."
- B. Fabricate railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of member, post spacings, wall bracket spacing, and anchorage, but not less than that needed to withstand indicated loads.
- C. Constructed of 3/16" seamless tubular steel newel posts or continuously welded tubular steel newel posts (hot rolled flash removed mechanical steel tubing) with steel frame between newel post consisting of top and bottom tube rail and solid vertical posts of sizes and shapes indicated. All joints at tubing: welded smooth. Fillet weld the vertical solid posts to steel filler; fillet weld steel filler to existing stringer. Construct in accordance with Drawing Details.
  - 1. Rails and Posts: 1-1/2-inch- (38-mm-) diameter top, bottom, and mid rails, and 1-1/2-inch- (38-mm-) diameter posts.
- D. Handrails (General):
  - 1. The bends in railings: Of diameter equal to the external diameter of three pipes with extensions to fit into the pipes. Weld pipes and bends together; grind welds smooth.
  - 2. Railings: Free from burrs and imperfections, and perfectly smooth and clean for painting.
- E. Handrails (at Guardrails):
  - 1. Provide steel pipe, 1¼" nominal diameter handrails at guardrails at heights indicated, supported on brackets fastened to intermediate posts.
- F. Wall Handrails:

1. Provide steel pipe, 1¼" nominal diameter, supported on brackets at heights indicated, and wall plates secured to walls. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads. Provide brackets with 1½" clearance from inside face of handrail and finished wall surface.
- G. Welded Connections: Fabricate railings with welded connections.
  1. Fabricate connections that are exposed to weather in a manner that excludes water.
    - a. Provide weep holes where water may accumulate internally.
  2. Cope components at connections to provide close fit, or use fittings designed for this purpose.
  3. Weld all around at connections, including at fittings.
  4. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  5. Obtain fusion without undercut or overlap.
  6. Remove flux immediately.
  7. Finish welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #1 - No evidence of a welded joint as shown in NAAMM AMP 521.
- H. Form changes in direction of railings as follows:
  1. By radius bends of radius indicated.
- I. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- J. Close exposed ends of railing members with prefabricated end fittings.
- K. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.
  1. Close ends of returns unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.
- L. Connect posts to stair framing by direct welding unless otherwise indicated.
- M. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnecting components and for attaching to other work.
  1. Furnish inserts and other anchorage devices for connecting to concrete or masonry work.
  2. For galvanized railings, provide galvanized fittings, brackets, fasteners, sleeves, and other ferrous-metal components.
  3. Provide type of bracket with flange tapped for concealed anchorage to threaded hanger bolt and that provides 1-1/2-inch (38-mm) clearance from inside face of handrail to finished wall surface.
- N. Fillers: Provide fillers made from steel plate, or other suitably crush-resistant material, where needed to transfer wall bracket loads through wall finishes to structural supports.
  1. Size fillers to suit wall finish thicknesses and to produce adequate bearing area to prevent bracket rotation and overstressing of substrate.



- O. Platform shall be checkered steel of standard diamond indent pattern and thickness to satisfy loading criteria.

## 2.10 FINISHES

- A. Finish metal stairs after assembly.
- B. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.
  - 1. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
  - 2. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- C. Preparation for Shop Priming: Prepare uncoated, ferrous-metal surfaces to comply with SSPC-SP 3, "Power Tool Cleaning."
- D. Remove oil, grease, and similar contaminants in accordance with SSPC SP-1 "Solvent Cleaning", prior to any additional surface preparation specified.
- E. Immediately after surface preparation, paint stair work, except the top of cast iron treads, following manufacturer's instructions.
- F. Apply shop primer to uncoated surfaces of metal stair components, except those with galvanized finishes unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify elevations of floors, bearing surfaces and locations of bearing plates, and other embedments for compliance with requirements.
  - 1. For wall-mounted railings, verify locations of concealed reinforcement within gypsum board and plaster assemblies.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLING METAL STAIRS COMPONENTS

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal stairs to in-place construction.
  - 1. Include threaded fasteners for inserts, toggle bolts and through-bolts for setting wall brackets, lag bolts, and other connectors.

- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack, ensure placement of braces for stabilization of installed assemblies. Provide temporary bracing or anchors for items which are to be built into other work.
- C. Fit exposed connections accurately together to form hairline joints.
  - 1. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.
  - 2. Grind exposed field welds and joints smooth and touch up abraded shop paint coats.
  - 3. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
  - 4. Comply with requirements for welding in "Fabrication, General" Article.
  - 5. Other connections: Fillet welds; grind smooth, where exposed.
  - 6. Field Welding: Comply with AWS for procedures of welding, appearance and quality of welds made, and methods used in correcting welding work.

### 3.3 INSTALLING RAILINGS

- A. Adjust railing systems before anchoring to ensure matching alignment at abutting joints with tight, hairline joints.
  - 1. Space posts at spacing indicated or, if not indicated, as required by design loads.
  - 2. Plumb posts in each direction, within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
  - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of stairs for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3.5 m).
  - 4. Secure posts and rail ends to building construction as follows:
    - a. Anchor posts to steel by bolting to steel supporting members.
    - b. Anchor handrail ends steel round flanges welded to rail ends and anchored with post-installed anchors and bolts.
- B. Attach handrails to wall with wall brackets.
  - 1. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
  - 2. Secure wall brackets to building construction as required to comply with performance requirements and as follows:
    - a. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
    - b. For hollow masonry anchorage, use toggle bolts.
    - c. For steel-framed partitions, use self-tapping screws fastened to steel framing or to concealed steel reinforcements.
    - d. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

3.4 REPAIR

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M

END OF SECTION 055100

## SECTION 055213 - PIPE AND TUBE RAILINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Steel pipe and tube railings.

#### 1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Manufacturer's product lines of mechanically connected railings, including anchoring devices Instructions for installation of anchorage devices built into other work.
  - 2. Railing brackets.
  - 3. Grout, anchoring cement, sealants, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Calculations: Submit structural calculations and load test data. Calculations shall bear the seal of a professional engineer registers in the State of New York.
- D. Samples: For each type of exposed finish required.
  - 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters, including finish.

2. Fittings and brackets.
  3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.
    - a. Show method of connecting and finishing members at intersections.
- E. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.
- D. Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E894 and ASTM E935.
- E. Evaluation Reports: For post-installed anchors, from ICC-ES.
- F. Warranty: Warranty for metal fabrication items with galvanizing by zinc metallizing or hot dip galvanizing, and finish coated with epoxy paint system or powder coat system:
  1. The coating applicator's/Contractor's warranty that items shall not show signs of rust, and finish shall be fully warranted against peeling, cracking, crazing, blistering, chalking, and fading for a period of 5 years from date of installation of products. If rusting or failure occurs, new items shall be provided or coating shall be refurbished in the shop. Warranty includes labor to remove and replace the items.

#### 1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
  1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Zinc metallizer: The company or individual; responsible for application of zinc metallizing shall be certified as qualified to perform this process by one of the following:
  1. Certification in accordance with Mil Std 1687 by a branch of the U.S. Dept. of Defense in accordance with this military standard.
  2. Thermal Spray Certification by the Society for Protective Coatings (SSPC).
  3. The firm providing the zinc metallizing shall also perform the painting of the members at the shop also to provide a single source responsibility.
- C. Hot-Dip Galvanizer/Powder Coating Applicator: The company or individual responsible for application of hot dip galvanizing with a powder coat finish shall be certified as qualified to perform this process by the following:

1. Certification from the American Galvanizers Association that Galvanizer has completed all course requirements and is a certified Master Galvanizer.
2. Certification from the manufacturer of the powder coatings that the galvanizer is an approved applicator of said manufacturer's material and meets all application and performance criteria.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

#### 1.8 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication. Show recorded measurements on final shop drawings.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Steel Pipe and Tube Railings:
- B. Source Limitations: Obtain each type of railing from single source from single manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to building construction.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
    - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  2. Infill of Guards (Intermediate rails and balusters):
    - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
    - b. Vertical downward load of 50 lbf (0.22 kN) applied at the most critical locations.
    - c. Concentrated upward load of 50 lbf (0.22 kN) applied at the most critical locations.
    - d. Infill load and other loads need not be assumed to act concurrently.

- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.3 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.
  - 1. Provide type of bracket with [flange tapped for concealed anchorage to threaded hanger bolt] [predrilled hole for exposed bolt anchorage] and that provides 1-1/2-inch (38-mm) clearance from inside face of handrail to finished wall surface.

## 2.4 STEEL AND IRON

- A. Tubing: ASTM A500 (cold formed) or ASTM A513.
- B. Pipe: ASTM A53/A53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
  - 1. Provide galvanized finish for exterior installations and where indicated.
- C. Plates, Shapes, and Bars: ASTM A36/A36M.

## 2.5 FASTENERS

- A. General: Provide the following:
  - 1. Hot-Dip Galvanized Railings: Type 304/316 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A153/A153M or ASTM F2329 for zinc coating.
  - 2. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Fasteners for Interconnecting Railing Components:
  - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.
  - 2. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
  - 3. Provide Phillips tamper-resistant square or hex socket flat-head machine screws for exposed fasteners unless otherwise indicated. Corrosion resistant.

- D. Bolts and Nuts: Regular hexagon head type, ASTM A307, Grade A.
- E. Lag Bolts: Square head type, ANSI B18.2.1
- F. Machine Screws: Cadmium plated steel, FS FF-S-92C
- G. Drilled-In Expansion Anchors: Anchors installed in concrete shall have current ICC-ES listing for performance in cracked concrete as per Section BC 1912.
- H. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing according to ASTM E488/E488M, conducted by a qualified independent testing agency.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Group 2 (A4) stainless-steel bolts, ASTM F593 (ASTM F738M), and nuts, ASTM F594 (ASTM F836M).

## 2.6 MISCELLANEOUS MATERIALS

- A. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- D. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- E. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- F. Epoxy Intermediate Coat: Complying with MPI #77 and compatible with primer and topcoat.
- G. Polyurethane Topcoat: Complying with MPI #72 and compatible with undercoat.
- H. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- I. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
  - 1. Water-Resistant Product: At exterior locations and where indicated provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.



## 2.7 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads. For pipe handrails for steel stairs refer to Section 055100.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with either welded or nonwelded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- I. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
  - 1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- J. Interconnect railing and handrail members by butt-welding or welding with internal connectors, at fabricator's option, unless otherwise indicated.
  - 1. At tee and cross intersections, notch ends of intersecting members to fit contour of pipe to which end is joined and weld all around.
- K. Form Changes in Direction as Follows:
  - 1. By radius bends of radius indicated.

- L. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- M. Close exposed ends of railing members with prefabricated end fittings.
- N. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.
- O. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnections of pipe and attachment of railing and handrail members to other work unless otherwise indicated.
- P. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- Q. For railing posts set in concrete, provide steel sleeves not less than 6 inches (150 mm) long with inside dimensions not less than 1/2 inch (13 mm) greater than outside dimensions of post, with metal plate forming bottom closure.
- R. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated or if not indicated, use 4 inches high x 1/8 inch steel plate welded to, and centered between, each railing post.
- S. Provide pipe railings of the following configurations unless otherwise indicated on the Drawings or required for structural design:
  - 1. Exterior barrier guardrails (locations as indicated on the Drawings): 1½" nominal diameter pipe.

## 2.8 STEEL AND IRON FINISHES

- A. Galvanized Railings:
  - 1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication
  - 2. Comply with ASTM A123/A123M for hot-dip galvanized railings.
  - 3. Comply with ASTM A153/A153M for hot-dip galvanized hardware.
  - 4. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
  - 5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- C. Cleaning and Surface Preparation:
  - 1. Hardware (bolts, nuts, etc.): Clean and leave free of mill scale before galvanizing.
  - 2. Clean all steel first in accordance with SSPC-SP1 if needed.

3. Steel members: Clean in accordance with SSPC-SP8 before hot-dip galvanizing.
  4. Steel members: Clean in accordance with SSPC-SP10 before zinc metallizing. Surface shall have a 3-4 mil anchor pattern. Moisture cannot be present on steel and temperature cannot be less than 5°F above the dew point. Thermal spray must be applied within 4 hours of blasting.
- D. Shop Coat – Hot-dip Galvanizing – as required for galvanized items not indicated to receive finish paint coat.
1. Galvanize steel shapes in accordance with ASTM A153.
  2. Galvanize steel shapes in accordance with ASTM A123. Apply zinc coating as per Thickness Grade specified in ASTM A123.
- E. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.
- F. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
1. Do not apply primer to galvanized surfaces.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

#### 3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
  3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3.5 m).
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1. Coat, with a heavy coat of bituminous paint, concealed surfaces of aluminum that are in contact with grout, concrete, masonry, wood, or dissimilar metals.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### 3.3 RAILING CONNECTIONS

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

### 3.4 ANCHORING POSTS

- A. Use metal sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- C. Cover anchorage joint with flange of same metal as post, attached to post with set screws.
- D. Leave anchorage joint exposed with anchoring material flush with adjacent surface.
- E. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
  1. For steel pipe railings, weld flanges to post and bolt to metal supporting surfaces.

### 3.5 ATTACHING RAILINGS

- A. Anchor railing ends at walls with round flanges anchored to wall construction and welded to railing ends or connected to railing ends using nonwelded connections.
- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends or connected to railing ends using nonwelded connections.
- C. Attach railings to wall with wall brackets, except where end flanges are used. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- D. Secure wall brackets and railing end flanges to building construction as follows:
  - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
  - 2. For hollow masonry anchorage, use toggle bolts.
  - 3. For steel-framed partitions, use self-tapping screws fastened to steel framing or to concealed steel reinforcements.
  - 4. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

### 3.6 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 requirements for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A780/A780M.

### 3.7 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 055213

## SECTION 071900 - WATER REPELLENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes penetrating and film-forming water-repellent treatments for the following vertical and horizontal surfaces:
  - 1. Cast stone.
  - 2. Concrete unit masonry.
  - 3. Clay brick masonry.
  - 4. Natural stone.
- B. Related Requirements:
  - 1. Section 042000 "Unit Masonry" for integral water-repellent admixture for unit masonry assemblies.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include manufacturer's printed statement of VOC content.
  - 2. Include manufacturer's standard colors.
  - 3. Include manufacturer's recommended number of coats for each type of substrate and spreading rate for each separate coat.
- B. Samples: For each type and color of water repellent and substrate indicated, 12 by 12 inches (300 by 300 mm) in size, with specified water-repellent treatment applied to half of each Sample.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Applicator, testing agency.
- B. Product Certificates: For each type of water repellent.

- C. Preconstruction Test Reports: For water-repellent-treated substrates.
- D. Field quality-control reports.
- E. Sample Warranty: For special warranty.

#### 1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: An employer of workers trained and approved by manufacturer.
- B. Mockups: Prepare mockups of each required water repellent on each type of substrate required to demonstrate aesthetic effects, for preconstruction testing, and to set quality standards for materials and execution.
  - 1. Locate mockups on existing surfaces where directed by Architect.
    - a. Size: 25 sq. ft. (2.3 sq. m) each.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing: Engage a qualified testing agency to perform preconstruction testing of water repellents on on existing substrate assemblies.
  - 1. In addition to verifying performance requirements, use mockups to verify manufacturer's written instructions for application procedure and optimum rates of product application to substrates.
  - 2. Propose changes to materials and methods to suit Project.
  - 3. Notify Architect seven days in advance of the dates and times when mockups will be tested.

#### 1.8 FIELD CONDITIONS

- A. Limitations: Proceed with application only when the following existing and forecasted weather and substrate conditions permit water repellents to be applied according to manufacturers' written instructions and warranty requirements:
  - 1. Concrete surfaces and mortar have cured for not less than 28 days.
  - 2. Building has been closed in for not less than 30 days before treating wall assemblies.
  - 3. Ambient temperature is above 40 deg F (4.4 deg C) and below 100 deg F (37.8 deg C) and will remain so for 24 hours.
  - 4. Substrate is not frozen and substrate-surface temperature is above 40 deg F (4.4 deg C) and below 100 deg F (37.8 deg C).
  - 5. Rain or snow is not predicted within 24 hours.
  - 6. Not less than 24 hours have passed since surfaces were last wet.

7. Windy conditions do not exist that might cause water repellent to be blown onto vegetation or surfaces not intended to be treated.

## 1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer and Applicator agree(s) to repair or replace materials that fail to maintain water repellency specified in "Performance Requirements" Article within specified warranty period.
  1. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PENETRATING WATER REPELLENTS

- A. Limitation: Obtain primer and high-build coatings from single source from single manufacturer.
- B. Colored breathable coating, water-based, 40 percent alkylalkoxysilane penetrating sealer providing protection against moisture intrusion, freeze/thaw cycles, and chloride intrusion.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide PROSOCO, Inc.; BMCII or comparable product by one of the following:
    - a. Advanced Chemical Technologies, Inc.
    - b. Chemical Products Industries, Inc.
    - c. Concrete Sealers USA.
    - d. Dayton Superior.
    - e. Euclid Chemical Company (The); an RPM company.
    - f. Pecora Corporation.
    - g. Price Research, Ltd.
    - h. BASF, Corporation.
    - i. Approved Equal.
  2. Water-repellent sealer shall have the following minimum performance:
    - a. Flash Point, ASTM D3278, SETA: Greater than 200 degrees F (93 degrees C).
    - b. Water Absorption, ASTM C 642:
      - c. 48 Hours: 0.42 percent.
      - d. 50 Days: 1.2 percent.
    - e. Scaling Resistance Rating, ASTM C672, non-air-entrained concrete, 100 cycles treated concrete: 0; no scaling
    - f. Resistance to Chloride-Ion Penetration, AASHTO T259 and T260:
      - g. Criteria of 1.5 at 1/2 inch (13 mm): Less than 0.52 lbs per cy (0.31 kg/m3).
      - h. Criteria of 0.75 at 1 inch (25 mm): 0.00 lbs per cy (0.00 kg/m3).
    - i. Water Weight Gain, NCHRP 244 Series II Cube Test: 85 percent reduction, exceeds criteria.
    - j. Absorbed Chloride, NCHRP 244 Series II Cube Test: 87 percent reduction, exceeds criteria.
    - k. Absorbed Chloride, NCHRP 244 Series IV Southern Climate: 99 percent reduction, exceeds criteria.



- l. Initial Performance: 89 percent.
    - m. Post-Abrasion Performance: 89.4 percent.
    - n. Solids and Active Ingredients: 40 percent by weight.
    - o. Specific Gravity, 77 degrees F (25 degrees C): 0.95.
    - p. Density: 7.9 lbs per gal.
    - q. Penetration, average depth, depending upon substrate: 0.24 inch (6.1 mm).
    - r. VOC Content, EPA Method 24: Less than 2.92 lbs per gal (350 g/L), less water and exempt solvents
- C. Clear, water-based, modified acrylic primer: for use with high-build coatings.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide PROSOCO, Inc.; Sure Klean Weather Seal Siloxane WB or comparable product by one of the following:
    - a. Advanced Chemical Technologies, Inc.
    - b. Chemical Products Industries, Inc.
    - c. ChemMasters, Inc.
    - d. Dayton Superior.
    - e. Euclid Chemical Company (The); an RPM company.
    - f. Pecora Corporation.
    - g. Price Research, Ltd.
    - h. BASF, Corporation.
    - i. Approved Equal.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
  1. Verify that surfaces are clean and dry according to water-repellent manufacturer's requirements. Check moisture content in three representative locations by method recommended by manufacturer.
  2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
  3. Verify that required repairs are complete, cured, and dry before applying water repellent.
- B. Test pH level according to water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, according to repellent manufacturer's written instructions.

- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water-repellent manufacturer's written instructions.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or alkalinity of mortar joints exceeds that permitted in manufacturer's written instructions.
  - 1. Clean substrates with cleaner per manufacturer's written instructions and Section 040110 – Masonry Cleaning.
- E. Protect adjoining work, including mortar and sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of water repellent being deposited on surfaces. Cover live vegetation.
- F. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- G. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
  - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

### 3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply concrete and masonry coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for coating and substrate indicated.
  - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

- C. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.
- D. Apply primer in accordance with manufacturer's written instructions for application procedures unless otherwise indicated.
- E. Apply coating of water repellent on surfaces to be treated. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
- F. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

### 3.4 FIELD QUALITY CONTROL

- A. Testing of Water-Repellent Material: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when water repellent is being applied:
  - 1. Owner will engage the services of a qualified testing agency to sample water-repellent material being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will perform tests for compliance of water-repellent material with product requirements.
  - 3. Owner may direct Contractor to stop applying water repellents if test results show material being used does not comply with product requirements. Contractor shall remove noncomplying material from Project site, pay for testing, and correct deficiency of surfaces treated with rejected materials, as approved by Architect.
- B. Coverage Test: In the presence of Architect, hose down a dry, repellent-treated surface to verify complete and uniform product application. A change in surface color will indicate incomplete application.
  - 1. Notify Architect seven days in advance of the dates and times when surfaces will be tested.
  - 2. Reapply water repellent until coverage test indicates complete coverage.

### 3.5 CLEANING AND PROTECTION

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Correct damage to work of other trades caused by water-repellent application, as approved by Architect.
- B. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

- C. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- D. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.
- F. Comply with manufacturer's written cleaning instructions.

END OF SECTION 071900

## SECTION 075200 – ROOF FLASHING AND RELATED ROOF REPAIR WORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Minor modifications and repairs to an existing unwarranted roof system including but not limited to scupper and gutter repairs.
  - 2. The furnishing and installation of the following items:
    - a. Cants
    - b. Roof membranes and flashings
- B. Related Requirements:
  - 1. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
  - 2. Section 077100 "Roof Specialties" for roof edge flashings, counterflashings.
  - 3. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to Work of this Section.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site.
  - 1. Meet with Owner, Construction Manager, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review deck substrate requirements for conditions and finishes, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

B. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Construction Manager, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

## 1.5 ACTION SUBMITTALS

A. Shop Drawings: Include plans, sections, details, and attachments to other work, including the following:

1. Base flashings and roofing terminations.
2. Flashing details at penetrations.
3. Roof plan showing orientation of steel roof deck and roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.
4. Crickets, saddles, and tapered edge strips, including slopes.
5. Tie-in with adjoining air barrier.

B. Samples for Verification: For the following products:

1. Cap Sheet: Samples of manufacturer's standard colors for selection by Architect.
2. Flashing Sheet: Samples of manufacturer's standard colors for selection by Architect.

- C. Wind Uplift Resistance Submittal: For roofing system indicating compliance with wind uplift performance requirements.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturer, testing agency.
- B. Manufacturer Certificates:
  - 1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
    - a. Submit evidence of compliance with performance requirements.
  - 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Evaluation Reports: For components of roofing system, from ICC-ES.
- D. Field Test Reports:
  - 1. Roof drain and leader test, if affected by work.
  - 2. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
  - 3. Roof flood test at each repair/modification area.
- E. Field quality-control reports.
- F. Sample Warranties: For manufacturer's special warranties.
- G. Applicators Certification:
  - 1. For Unwarranted Roof System; submit a letter certifying that the job foreman or crew chief and at least one other member of the roofing crew have installed at least 3 built-up roof systems.
- H. Material Certification: Letter from the existing roof system manufacturer certifying that the materials used for the Work of this Section are approved for use with the existing system.

## 1.7 CLOSEOUT SUBMITTALS

- A. Contractor's 2-year guarantee.

## 1.8 QUALITY ASSURANCE

- A. Roofing Installation Qualifications
  - 1. Roofing Firm Qualifications
    - a. Installation of a minimum of ten built-up roofing systems of 3-ply (or greater) membranes. (List last five such jobs, including address, type of system and number

- of plies, if applicable, square footage, date installed and owner/agent with whom contracted).
      - b. In continuous operation of installing such roofing systems for five years or more.
      - c. Certified installer for nationally recognized roofing materials manufacturer.
    - 2. Project Foreman Qualifications:
      - a. Installation of a minimum of five built-up roofing systems of 3-ply (or greater) membrane, or of roofing system specified in the Contract Documents, for which this individual served as field foreman in direct responsible charge of all roofing work crews. (List last five such jobs, including address, type of system and number of plies, if applicable, square footage, date installed, owner/agent with whom contracted, and name of roofing firm with which employed).
      - b. Successful completion of a formal instructional and training program for the installation of the specified roofing systems, as evidenced by:
        - 1) A certificate of journeyman roofer as issued under a union apprenticeship-journeyman training program duly registered with the New York State Department of Labor (or other State Labor Department); or
        - 2) A certificate or diploma issued by a vocational training school or national roofing manufacturer attesting to successful completion of an equivalent formal training program, (Submit copy of certificate for above); or
        - 3) A minimum of five years of practical experience in the installation of all aspects and details of the specified roofing system(s) including related sheet metal work as determined from a pre-qualification interview conducted by the Authority's Facilities Inspection Division.
  - B. Fire Department Regulations
    - 1. Equipment and fuel shall meet the requirements of the Fire Department. Hot roof kettles may not be placed on the roof.
- 1.9 DELIVERY, STORAGE, AND HANDLING
- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
  - B. Store materials in a dry, well ventilated place protected from the weather.
    - 1. Volatile liquids shall be stored in a separate storage building or trailer, or removed from the Site at the end of each work day.
    - 2. Store volatile liquids at temperatures recommended by the manufacturer.
    - 3. Store adhesives at temperatures between 60°F and 80°F.
    - 4. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.
- 1.10 FIELD CONDITIONS
- A. Do not execute the Work of this section unless the Owner's Representative is present, or unless the Representative directs that the Work be performed during the Representative's absence.



- B. Temperature
  - 1. Do not apply built-up roofing when the deck or air temperature is below 40°F.
- C. Do not execute the Work of this Section unless the substrate is dry, and free from debris and dust.
- D. Moisture Protection
  - 1. Cover, seal or otherwise protect the roof and flashings so that water cannot accumulate or flow under completed portions. When and where necessary to accomplish this, provide temporary water cut-offs in accordance with the membrane manufacturer's written specifications.
  - 2. Limit the removal of existing materials to areas that can be completely re-roofed or temporarily protected within the same day.

#### 1.11 GUARANTEE

- A. Contractor's Guarantee
  - 1. Two year written guarantee covering defects in materials and/or workmanship. Performance Bond shall be for the entire two-year period. Also includes repair to all ancillary areas due to leaks.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Asphalt Primer and Asphalt
  - 1. GAF Building Materials Corp., Wayne, NJ.
  - 2. Johns Manville, Denver, CO.
  - 3. CertainTeed Corporation, Valley Forge, PA.
  - 4. Trumbull/Owens Corning, Toledo, OH.
- B. Primer for cold repair systems
  - 1. Johns Manville PermaFlash™ Primer
- C. Base Sheet
  - 1. GAF GAFGLAS #75 Base sheet.
  - 2. Johns Manville GlasBase.
  - 3. CertainTeed GlasBase Base Sheet.
  - 4. Firestone MB Base M.
- D. Vent Base Sheet
  - 1. GAF GAFGLAS Stratavent Eliminator Base Sheet.
  - 2. Johns Manville Ventsulation.
  - 3. CertainTeed Channel Vent Base Sheet.
  - 4. Firestone Venting Base.

- E. Ply Sheets, Vapor Barrier and Cover Strip
  - 1. GAF GAFGLAS FlexPly 6.
  - 2. Johns Manville GlasPly Premier.
  - 3. CertainTeed FlintGlas Premium Ply Sheet Type VI.
  - 4. Firestone Ply VI M.
- F. Granule Surfaced Modified Bitumen Roofing Membrane Cap Sheet
  - 1. White cap sheet
    - a. GAF Ruberoid EnergyCap SBS 30 FR.
    - b. Johns Manville Dynaglas FR CR
    - c. CertainTeed Flintlastic FR-P CoolStar
- G. Modified Bitumen Base Sheet
  - 1. Johns Manville DynaBase Base sheet.
- H. Base Flashing
  - 1. Two base plies:
    - a. GAF GAFGLAS FlexPly 6
    - b. Johns Manville GLasPly Premier.
    - c. CertainTeed FlintGlas Premium Ply Type VI.
    - d. Firestone Ply VI M
  - 2. One ply cap sheet:
    - a. GAF Ruberoid EnergyCap SBS 30 FR.
    - b. Johns Manville Dynaflex CR.
    - c. CertainTeed Flintlastic FR-P CoolStar
    - d. Firestone SBS Premium
- I. Liquid flashing system for curb flashing and penetrations:
  - 1. Johns Manville, PermaFlash™ penetration flashing and low flashing system.
- J. Two component, solvent free, elastomeric, cold application adhesive for repairs:
  - 1. Johns Manville, Bonding Adhesive
- K. Emulsion and Aluminized Coating:
  - 1. GAF
  - 2. Johns Manville
  - 3. CertainTeed
  - 4. Firestone
- L. Flashing Cement:
  - 1. Johns Manville MBR two-part Flashing Cement or Type III Steep Asphalt (or equivalent by GAF, Firestone, or CertainTeed).
- M. Warrantable Penetration Seal, Penetration Flashing, and Low Flashing Materials:
  - 1. M-weld Roofing Systems-Building Solutions, “M-Curb System” penetration seal system.
  - 2. WTT Systems, “Weather-Tite Lockin Pocket” with “Weather-Tite Hurricane Force Universal Sealer” and “Weather-Tite LPS Sealant” penetration seal system.
  - 3. Kemco, “Kemperol BR” penetration flashing and low flashing system.
  - 4. Johns Manville, “PermaFlash” penetration flashing and low flashing system.

5. Triflex, "Triflex D" penetration flashing and low flashing system.
  6. Applied Liquid Technologies, "Protec" penetration flashing and low flashing system.
  7. Thermo Manufacturing Systems, "Thermo SEBS System" penetration flashing and low flashing system.
  8. Sika/Liquid Plastics, "Decothane SP" penetration flashing and low flashing system.
- N. Walkway Pads/Splash Pads/Protection Pads:
1. Celotex Corp. "Carey-tred".
  2. W.R. Meadows Inc. "Sealtight Whitewalk".
  3. Termastic Construction Materials "Roof Walk".
- O. Elastomeric Cement
1. Tremco Manufacturing Co. "Poly roof".
  2. Durok Bldg. Materials "Durok Rubber Cement".
  3. Karnak Chemical Corp. "AR Elastomeric".
  4. Firestone S-10 Pourable Sealer.
- P. Perlite Cant Strip
1. GAF
  2. Johns Manville
  3. Atlas
- Q. Premanufactured Expansion Joint Flashing at Wall and Roof Expansion Joint
1. Johns Manville

## 2.2 MATERIALS – HOT-APPLIED SYSTEMS

- A. In the case of an existing roof with warranty in effect, provide all the materials required to complete the Work of this Section. All materials shall be approved by the existing roof system manufacturer.
- B. Asphalt Primer; Quick drying; ASTM D41.
- C. Steep Asphalt: ASTM D312, Type III.
- D. Coatings:
1. Asphalt emulsion, fibrated; ASTM D1227, Type IV.
  2. Aluminum roof coating, fibrated; ASTM D2824.
  3. Urethane elastomer, single component, white or light grey.
- E. Modified Flashing Cement: MBR Flashing Cement - two-component, elastomeric, liquid applied flashing material, consisting of an asphalt/urethane base material and an activator.
- F. Elastomeric Cement: Urethane, Neoprene or Polysulfide elastomer, trowel grade, non-sag with a minimum of 300 percent expansion and 95 percent recovery when cured.
1. "Polyroof" by Tremco
  2. "Durok Rubber Cement" by Durok
  3. "Polyseal" by Monroe.

G. Felts:

1. Asphalt Fiberglass Felt: Asphalt impregnated glass mat, ASTM D2178, Type VI. UL Classified.
2. Flashing Cap Sheet: Reinforced modified cap flashing sheet, specifically designed by the manufacturer for use as the top ply of built-up flashings. UL Classified.
3. Asphalt Fiberglass Venting Base Sheet: One ply composed of glass mat with coating asphalt and a coarse mineral surfacing on one side of sheet; ASTM D3672 or D4897, Type II.
4. Mineral-Surfaced Modified Bitumen Cap Sheet: Fire resistant, coated granule surfaced modified bitumen sheet containing a core of glass fiber or polyester mat coated with flexible SBS polymer-modified asphalt. Conforming to or exceeding the requirements of ASTM D6163, or D6164, Type I Grade G. UL Classified. Initial Solar Reflectance 0.75 minimum, in accordance with Cool Roof Rating Council. Solar Reflectance Index 79 minimum, in accordance with ASTM E1980.

H. Glass Fabric, 20/20 woven mesh, resin or asphalt coated; ASTM D1668.

I. Polyisocyanurate roof insulation board. Thickness to match the existing roof insulation.

2.3 MATERIALS – COLD-APPLIED SYSTEMS

A. PermaFlash Primer; organo-silane compound dispersed in isopropyl alcohol.

B. PermaFlash: Liquid flashing system Two-Part adhesive reinforced with a polyester scrim

1. MBR Flashing Cement: Two-component, elastomeric, liquid applied flashing material, consisting of an asphalt/urethane base material and an activator. MBR Flashing Cement is also used in the JM PermaFlash™ Bituminous Flashing System for penetrations and other details
  - a. Typical Physical Properties
    - ASTM D412, Tensile Strength: 600 psi (4.13 MPa)
    - ASTM D412, Elongation: > 300%
    - ASTM E96 Method E [100°F (38°C), 100 mil (2.5 mm) sheet], Permeability to Water Vapor: 0.03 perms
    - Working Time\* @ 75°F (25°C): 30 min
    - Rainproof After\* @ 75°F (25°C): 4 h
    - ASTM D2240, Hardness @ 77°F (25°C): 65 Shore A
    - Crack Bridging After Heat Aging: 1/8" (3 mm)
    - ASTM D36, Softening Point, Ring and Ball: 275°F (135°C)
    - ASTM C836 Elastomeric Waterproofing: Exceeds All Criteria
    - ASTM D4060, Abrasion Resistance [1,000 gr./1,000 rev., CS-17 wheel]: 1.2 mg Loss

C. Bonding Adhesive:

1. Two-component, solvent free, elastomeric, cold application adhesive, consisting of an asphalt base material and an activator.

D. Modified Flashing Cement:

1. MBR is a two-component, elastomeric, liquid applied flashing material, consisting of an asphalt/urethane base material and an activator.

E. Felts:

1. Asphalt coated Fiberglass Base Felt: A wet process fiber glass mat coated with weathering grade asphalt and then surfaced with a fine mineral parting agent. ASTM D4601, Type II
2. Flashing Cap Sheet: Reinforced modified cap flashing sheet, specifically designed by the manufacturer for use as the top ply of built-up flashings. UL Classified.
3. Mineral-Surfaced Modified Bitumen Cap Sheet:  
Fire resistant, coated granule surfaced modified bitumen sheet containing a core of glass fiber or polyester mat coated with flexible SBS polymer-modified asphalt. Conforming to or exceeding the requirements of ASTM D6163, or D6164, Type I Grade G. UL Classified. Initial Solar Reflectance 0.75 minimum, in accordance with Cool Roof Rating Council. Solar Reflectance Index 79 minimum, in accordance with ASTM E1980.
4. Modified Bitumen Base Sheet:  
A modified bitumen sheet incorporating the features of a medium weight fiber glass mat with a blend of SBS (Styrene-Butadiene-Styrene) rubber and high quality asphalt. Conforming to or exceeding the requirements of criteria for ASTM D6163, Type I, Grade S. Thickness of 90 Mils. UL Classified.

2.4 MATERIALS - MISCELLANEOUS

- A. Cant, pre-formed treated fibe, 4" standard size.
- B. Wood Nailers: Preservative (pressure) treated construction grade lumber or construction grade cedar, redwood or cypress.
- C. Sheet Metal
1. 16 oz. cold rolled copper
  2. 16 oz. zinc/tin alloy coated hot-dipped cold rolled copper
  3. 26 ga. Stainless steel, flashing grade
  4. Sheet Lead: ASTM B29. Minimum Wgt. 4 lbs per sq. ft.
- D. Fasteners
1. Expansion bolts, cadmium plated, 3/8" diameter.
  2. Machine bolts, cadmium plated, 3/8" diameter.
  3. Sheet metal screws, #8, pan head
    - a. Stainless steel
    - b. Cadmium plated steel
  4. Wood screws, #8, round head
    - a. Brass or bronze
    - b. Cadmium plated steel
  5. Roofing nails, "Stronghold" type with large head, 12 ga.

- a. Copper
  - b. Stainless steel
  - c. Galvanized steel
- E. No. 1 gravel or crushed stone, clean and dry
- F. Protection Pads: “Carey Tread” by Celotex, “Sealtight Whitewalk” by W.R. Meadows, or “Roof Walk” by Texmastic Construction Materials.

### PART 3 - EXECUTION

#### 3.1 VERIFICATIONS OF CONDITIONS

- A. Testing Existing Roof Drains and Conductor Pipes
  - 1. Before commencing with the Work, water test all existing drains and conductor pipes, submit a written report to the Owner’s Representative, indicating which drains or conductors, if any, are not functioning properly.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION – HOT-APPLIED SYSTEM

- A. Moisture Protection: Keep the roof waterproof. Limit removals of existing materials to areas that can be either completed or temporarily sealed before the end of each workday.
- B. Limit the removal of existing materials to the absolute minimum that is necessary to install the new Work.
- C. Spud off all aggregate from existing roof surfaces that will be bonded to new materials.
- D. Thoroughly clean, dry, and prime all existing roof surfaces that will be bonded to new materials.
- E. Where existing insulation is removed to install nailers, do not remove the existing vapor seal. Patch with asphalt cement and asphalt fiberglass felts if damaged.
- F. Heating Bitumen
  - 1. Preparation
    - a. Use separate kettles or tankers for heating different types of asphalt. Kettle may not be placed on roofs.
    - b. The heating process shall be strictly regulated by means of an automatic thermostatic control of an approved type for positive temperature control. Kettles or tankers shall be the immersion tube type, fire by Liquid LP gas, and shall have 100% safety shutoff.
    - c. Equip each kettle or tanker with a recording thermometer that will graphically indicate and record on a chart the maximum and minimum temperatures to which materials have been heated. Recording thermometers shall be capable of accurately

recording temperatures as high as 600°F and as low as 0°F. The thermometers shall be properly maintained at all times. Kettles or tankers without recording thermometers in good working condition shall not be used. At the end of each working day, turn the chart from the thermometer on each kettle or tanker over to the Owner's Representative. If any bitumen is overheated, remove it from the site in the presence of the Owner's Representative.

If any underheated or overheated bitumen has been applied on the roof, remove that portion of the roof.

- d. Kettle is to be placed on the ground, with asphalt pumped to the roof.
  - 1) Provide fire extinguishers on the roof in the vicinity of the work as required to ensure the safety of the roof.
  - 2) In all cases comply with requirements of the Fire Department in locating equipment.

2. Heating Asphalt Bitumen

- a. Heat the bitumen in accordance with the Equiviscous Temperature information furnished by the bitumen manufacturer for that specific run of bitumen.
  - 1) In no case shall be asphalt be heated to or above the actual COC Flash Point (ANSI/ASTM D92); or the finished blowing temperature for more than 4 hours.
  - 2) Maintain the temperature of the bitumen at the point of application within the Equiviscous Temperature Range. Use insulated pipes, buckets, ladders, and other insulated roofers equipment as required by the field conditions.

Contractor must have at least one hand held thermometer for each crew installing hot asphalt in order to ensure compliance with EVT.

- 3. Application temperature: The accepted application temperature range for asphalt is the equiviscous temperature, (EVT)  $\pm 25^{\circ}\text{F}$ . All felt installation must occur in this range to be acceptable.

3.3 PREPARATION – COLD-APPLIED SYSTEM

A. Bituminous and Modified Bituminous Membranes – Basic Cold Process Repair Techniques

- 1. Moisture Protection: Keep the roof waterproof. Limit removals of existing materials to areas that can be either completed or temporarily sealed before the end of each workday.
- 2. Limit the removal of existing materials to the absolute minimum that is necessary to install the new Work.
- 3. Gravel Surfaced Bituminous membrane system - Spud off all aggregate from existing roof surfaces that will be bonded to new materials. Clean and dry surfaces approximately 12" to either side of damaged area. On aggregate surfaced roofs, the surfacing should be chipped away down to the felts.
- 4. Thoroughly clean, dry, and prime all existing roof surfaces that will be bonded to new materials. Prepare surfaces with brush application of bituminous primer.
- 5. Modified Bituminous membrane system - Remove damaged material, clean surfaces to be bonded. Wire brush elastomeric surfaces to remove oxidized layer, wipe with ether or

acetone to remove surface moisture. Prepare surfaces with brush application of bituminous primer.

6. Where existing insulation is removed to install nailers, do not remove the existing vapor seal. Patch with asphalt cement and asphalt fiberglass felts if damaged.

**B. PermaFlash™ System**

1. Surface Preparation - All surfaces to receive the PermaFlash System must be clean, dry and free of any dirt, dust, debris, rust, and oils. Remove contaminants such as oils with a suitable solvent cleaner. For best results it is recommended that surfaces such as metals and plastics be abraded. Mask off with tape any areas not intended to receive the MBR Flashing Cement.

**C. MBR Flashing Adhesive Preparation**

1. The adhesive is prepared in the MBR Flashing Cement Base 5 gal (18.92 l) pail, using the appropriate mixing equipment mentioned. MBR Flashing Cement Activator is packaged in premeasured containers with the exact amount of material necessary to react with the contents of the corresponding MBR Flashing Cement Base.
2. Continuously move the mixer in an up-and-down and side-to-side motion.
3. Do not dump the activator into the pail in one motion. To produce a complete mix, pour the MBR Flashing Cement Activator slowly into the vortex caused by the rotating mixer.
4. The mix is complete in three minutes. Do not under mix the batch. Over mixing will reduce working time.
5. Do not stockpile adhesive, since the material will cure to an unworkable consistency!
6. The pot life is dependent on the ambient temperature; extremes in temperature can shorten the pot life of the mix. The mechanic will have to use the mixed material in approximately:

Temperature (°F)	50	60	70	80	90	100
(°C)	10	16	21	27	32	38
Minutes	20	25	30	30	30	25

7. Time the mixing of individual pails of adhesive so that only one can of freshly mixed adhesive is ready for each application crew. In cold weather, store and mix the material at room temperature.

**D. MBR Bonding Adhesive Preparation:**

1. JM MBR Bonding Adhesive is prepared on site by adding specific pre-measured amounts of JM MBR Bonding Adhesive Activator and mixing for a minimum of three minutes. The adhesive is prepared in the MBR Bonding Adhesive container, a 6 gal (22.7 l) pail, with the use of an 8" (203 mm) mud mixer mounted on a ½" (13 mm) electric drill motor.
2. The container of MBR Bonding Adhesive Activator (0.60 gal [2.3 l]) is packaged to provide exactly the correct amount of material necessary to react with the contents of MBR Bonding Adhesive Base (4.4 gal [16.7 l]), resulting in 5 gal (18.9 l) of total mixed product. The activator is heavier and has a lower viscosity than the base material.
3. To produce a complete mix, the MBR Bonding Adhesive Activator must be poured slowly into the vortex caused by the rotating mixer. The activator must not be dumped into the pail in one motion.
4. The mixer should be constantly moved about the pail in an up-and-down and side-to-side motion. The mix is complete in 3 minutes. Do not under mix.



5. The adhesive has a pot life that is dependent on the ambient temperature. The applicator will have to use the mixed material in approximately:

Temperature (°F)	50	60	70	80	90	100
(°C)	10	16	21	27	32	38
Minutes	55	50	45	40	35	30

6. The mixing of individual pails of adhesive should be timed so that one can of freshly mixed material is ready for the application crew. Mixed adhesive must not be stockpiled, since the material will cure to an unworkable viscosity before the application crew can use it.

### 3.4 INSTALLATION – HOT-APPLIED SYSTEM

- A. Wood Nailers: Set each nailer into a full bed of asphalt plastic cement and secure with bolts (at least two each side) to the deck. Fill voids (if any) between the nailer and the existing insulation with roof insulation, set in plastic asphalt cement. Set fiber cants in plastic asphalt cement.
- B. Roof Membrane Repairs: Patch the roof membrane with alternating layers of asphalt and felt for a minimum of 4 plies. Install the necessary number of plies to finish above the adjacent roof membrane level to eliminate water ponding low spots. Match the existing system in terms of installing vapor barrier, vent base sheet mechanically fastened, if any, and insulation.
1. Make all felt laps at least 4" wide.
  2. After matching existing adjoining roof level, assure that at least four (4) plies of felt are lapped out onto the existing roof membrane by a minimum of 8". Envelope insulation with Type VI felt plies. First ply of the roofing membrane shall lap over existing adjacent membrane a minimum of 6". Lap all other plies over the preceding a minimum of 6".
  3. At metal base flashings, turn felts up on the vertical at least 4"
  4. At fiber or metal cants, carry the last 4 plies to the top of the cant.
  5. If existing roof is aggregate surface, install aggregate at a rate of 600 lbs/square in asphalt.
- C. Built-Up Flashing:
1. Prime curb surfaces
  2. Install two plies of asphalt fiberglass felt and one ply of flashing cap sheet, each in a full bed of modified flashing cement.
  3. Secure top edge of flashing with fasteners placed at 6" centers.
    - a. To Wood: Use roofing nails thru 1½" diameter metal disks.
    - b. To Sheet Metal: Use sheet metal screws thru 1½" diameter metal disks.
  4. Seal top edge with modified flashing cement and fabric.
  5. Finish the built-up flashing and adjacent roof surface (including all spudded areas) as follows:
    - a. For Existing Aggregate Surface: Apply heavy brush coat of asphalt to cant and vertical flashing surfaces. On horizontal surfaces, embed aggregate in a 1/4" thick troweling of asphalt compatible with the existing roofing.
- D. Elastomeric Flashing:

1. Prime metal surfaces with quick drying asphalt primer. Let dry to the touch.
2. Fully embed strips of glass fabric in elastomeric cement trowelings to obtain a 5 course membrane with a minimum thickness of 1/4".
3. Finish the flashing with a final smooth troweling of elastomeric cement to hide all fabric. Cover horizontal (spudded) roof surfaces with gravel placed into additional freshly applied elastomeric cement.

E. Metal Base Flashing:

1. Provide metal base flashing as shown on the Drawings and as follows:
  - a. Lock and solder all joints
  - b. Hem flange edge 1/2"
  - c. Set flange in full bed of plastic cement
  - d. Secure with roofing nails placed at 3" (staggered) centers
  - e. Install two felt fiberglass coverstrips, 8" and 12" wide, in a full bed of plastic cement.
  - f. Finish with aggregate embedded in 1/4" thick troweling of plastic cement.

F. Metal Cap Flashing:

1. Provide metal cap flashing as shown on the Drawings and as follows:
  - a. Lock and solder all joints
  - b. Provide minimum of 3" lap over base flashing.
  - c. Turn flange over top of curb and turn edge up at least 1" behind ventilator housing.
  - d. Seal all penetrations (ventilator housing bolts) with silicone sealant.

3.5 INSTALLATION – COLD-APPLIED SYSTEM, GRAVEL SURFACED MEMBRANE

- A. Wood Nailers: Set each nailer into a full bed of MBR Flashing Adhesive and secure with bolts (at least two each side) to the deck. Fill voids (if any) between the nailer and the existing insulation with roof insulation, set in plastic asphalt cement. Set fiber cants in MBR Flashing Adhesive.
- B. Roof Membrane Repairs – Patch the roof membrane with alternating layers of MBR Bonding Adhesive and layers of fiberglass reinforced base sheet for a minimum of 3 plies. Install the necessary number of plies to finish above the adjacent roof membrane level to eliminate water ponding low spots. Match the existing system in terms of installing vapor barrier, vent base sheet mechanically fastened, if any, and insulation.
  1. Membrane Installation Sequencing (from substrate to uppermost ply).
  2. Base sheet shall be cut into 18 foot (5.5 m) lengths and be allowed to relax before being installed.
  3. Using PermaPly 28, start with a 12" (305 mm) width. The following base sheet courses are to be applied full width, overlapping the preceding felt 2" (51 mm) on the side laps and 4" (102 mm) on the end laps. Install felt so that it is firmly and uniformly set, without voids, into JM MBR Bonding Adhesive applied before the felt at a rate of 3 gallons per square (1.2 l/m<sup>2</sup>).
  4. Using PermaPly 28, apply a piece 18" (457 mm) wide, then over that, a full width piece. The following felts are to be applied full width, overlapping the preceding felts by 19" (483 mm) so that at least 2 plies of felt cover the base at all locations.

5. Install each felt so that it is firmly and uniformly set, without voids, into the JM MBR Bonding Adhesive applied before the felt at a nominal rate of 1½ to 2 gallons per square (0.6-0.8 l/m<sup>2</sup>) over the entire surface. Roll installed felts with a weighted roller before the end of each work day.
6. Surfacing:
  - a. After the interply adhesive has cured, apply JM MBR Bonding Adhesive at the rate of 6 gallons per square (2.4 l/m<sup>2</sup>). Into the MBR Bonding Adhesive, embed an acceptable gravel at a rate of 400 lb per square (19.5kg/m<sup>2</sup>) or an acceptable slag at a rate of 300 lb (14.6 kg/m<sup>2</sup>).
  - b. Aggregate must be installed so that there is complete coverage across the entire surface and at least 50% of the aggregate is solidly adhered in the MBR Bonding Adhesive. Gravel aggregate should meet the requirements of ASTM D1863.

### 3.6 INSTALLATION – COLD-APPLIED SYSTEM, MODIFIED BITUMEN MEMBRANE

- A. Wood Nailers: Set each nailer into a full bed of MBR Flashing Adhesive and secure with bolts (at least two each side) to the deck. Fill voids (if any) between the nailer and the existing insulation with roof insulation, set in plastic asphalt cement. Set fiber cants in MBR Flashing Adhesive.
- B. Roof Membrane Repairs – Patch the roof membrane with alternating layers of MBR Bonding Adhesive and layers of fiberglass reinforced base sheet for a minimum of 3 plies. Install the necessary number of plies to finish above the adjacent roof membrane level to eliminate water ponding low spots. Match the existing system in terms of installing vapor barrier, vent base sheet mechanically fastened, if any, and insulation.
- C. Install modified bituminous roofing membrane sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants as follows:
  1. Adhere to substrate in an approved cold applied adhesive.
  2. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
- D. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
  1. Repair tears and voids in laps and lapped seams not completely sealed.
  2. Apply roofing granules to cover exuded bead at laps while bead is hot.
- E. Install roofing membrane sheets so side and end laps shed water.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.7 FLASHINGS

- A. Fluid-Applied Flashing System – Based on Perma-Flash:
  1. PermaFlash primer Application – Shake bottle vigorously for 3-5 seconds prior to opening. All non-porous surfaces to receive MBR Flashing Cement should be primed *no*

*more* than 1 hour prior to application. PermaFlash Primer can be wiped on with a cloth rag. Surfaces only need to be wiped once. Replace soiled rags with clean rags as necessary. Wiping on the PermaFlash Primer also helps to clean the surface. PermaFlash Primer may also be applied with spray bottles or Hudson type sprayers. Apply only a light mist when spraying. Do not over apply, creating puddles or runs. The PermaFlash Primer will flash off (dry) almost immediately. PermaFlash Primer *must* be dry prior to applying MBR Flashing Cement.

2. Lay out reinforcement fabric around penetration and cut to fit. Wrap fabric around penetration and bridge all vertical to horizontal transitions.
3. Apply fluid-applied flashing directly to prepared substrate. Adhere fabric by pressing into the fluid-applied flashing while still wet.
4. Completely cover fabric with at least 60 mil coat wet film thickness of fluid-applied flashing, and as required by the manufacturer.
5. Extend top coat of fluid-applied flashing system 2 inches beyond edges of reinforcement fabric.

B. Built-up Flashing

1. Prime curb surfaces
2. Install two plies of asphalt fiberglass felt and one ply of flashing cap sheet, each in a full bed of modified flashing cement or hot asphalt
3. Secure top edge of flashing with fasteners placed at 6" centers.
  - a. To Wood: Use roofing nails thru 1½" diameter metal disks
  - b. To Sheet Metal: Use sheet metal screws thru 1½" diameter metal disks
4. Seal top edge with modified flashing cement and fabric. Seal all seams with modified flashing cement.
5. Finish the built-up flashing and adjacent roof surface (including all spudded areas) as follows:
  - a. For Existing Aggregate Surface: Apply heavy brush coat of asphalt to cant and vertical flashing surfaces. On horizontal surfaces, embed aggregate in a 1/4" thick troweling of asphalt compatible with the existing roofing.

3.8 FIELD QUALITY CONTROL

- A. Progress inspections of the roofing system installation by Inspector, including reviewing the temperature charts, will be done on regular visits. Roofing deficiencies are to be addressed for compliance verification prior to proceeding with the next phase of the system installation.
- B. Test Strip (if requested by Owner).
  1. When and where directed by the Owner's Representative, and before surfacing is applied to the completed membrane, cut a strip 3" wide by 40" long thru all plies of the built-up roofing. Number of such test strips may be as required by the Representative. After removal of the strip, immediately repair the area by applying the same number of plies of the same kind of sheets and bitumen to fill the hole level. Repeat the same number of plies of the same kind of sheets and bitumen over the filled strip with the first ply lapping each edge 12" and each succeeding ply lapping the preceding ply by at least 3" on all edges. Apply surfacing material to match the adjoining roof. Turn the test strips over to the Owner's Representative for examination.

2. If the test strips indicate the roofing system complies with the Specifications, the Owner will bear the cost of the test strip Work.
3. If the strips indicate the roofing system does not comply with the Specifications, the Contractor shall bear the cost of the test strip Work, and shall repair or replace all roofing Work as required to comply with the Specifications, at the Contractor's expense.
4. Failure of the test strip samples to meet the Specification requirements will be cause for rejection of the Work.

### 3.9 FLOOD TESTING

- A. After completion of roofing work specified above, a flood test shall be performed. The flood test shall include the area of new work and extend at least an additional 4 feet past the transition to the existing membrane. The area shall be flooded with a minimum of 1" of water above the high points by providing temporary barriers. Water shall remain for a minimum of 24 hours. For each flood test performed, the Contractor shall notify the Owner's field representative when the minimum 1" of water above high point has been reached to mark the start of test period for verification and notification to the Owner's Construction Inspection Division to allow for inspection. If leaks occur, Contractor shall do all necessary work to correct them and flood testing shall be repeated until no leaks occur.
- B. Water test all existing drains and conductor pipes. Any drains or pipes found to be clogged or pipes found to be leaking, other than those found during the pre-construction testing that were not directed to be repaired, shall be repaired/replaced at the Contractor's expense.
- C. Where the pitch of the roof exceeds 1/2" per foot and thus exceeds the ability to flood test the roof with multiple location damming technique, the roof surface shall be spray tested for 24 hours with spray racks or other such devices.

### 3.10 CLEANING

- A. Clean debris from roofs, gutters, downspouts, and drainage systems. Test drainage system for proper operation.

END OF SECTION 075113

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Manufactured reglets with counterflashing.
  - 2. Formed roof-drainage sheet metal fabrications.
  - 3. Formed low-slope roof sheet metal fabrications.
  - 4. Formed wall sheet metal fabrications.
- B. Related Requirements:
  - 1. Section 075200 "Roof Flashing and Related Roof Repair Work"
  - 2. Section 077100 "Roof Specialties" for reglets, and counterflashings.

#### 1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each of the following
  - 1. Underlayment materials.
  - 2. Elastomeric sealant.
  - 3. Butyl sealant.
  - 4. Epoxy seam sealer.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
  - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.

4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
10. Include details of special conditions.
11. Include details of connections to adjoining work.
12. Detail formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches.

C. Samples for Verification: For each type of exposed finish.

1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
3. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.
4. Anodized Aluminum Samples: Samples to show full range to be expected for each color required.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- D. Evaluation Reports: For copings and roof edge flashing, from an agency acceptable to authority having jurisdiction showing compliance with ANSI/SPRI/FM 4435/ES-1.
- E. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.
- B. Special warranty.

## 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
  - 1. For copings and roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
  - 1. Build mockup of typical roof built-in gutter, including supporting construction cleats, seams, attachments, underlayment, and accessories.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
  - 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
  - 2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

## 1.9 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 10 years from date of Substantial Completion.



## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

### 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.
  - 1. Source Limitations: Obtain sheet from single source from single manufacturer.
  - 2. Nonpatinated, Exposed, Lacquered Finish: Finish designations for copper alloys comply with system defined in NAAMM/NOMMA 500.
    - a. Brushed Satin (Lacquered): M32-06x (Mechanical Finish: directionally textured, medium satin; with clear organic coating); coating of "Incralac," waterborne, methyl methacrylate copolymer lacquer with UV inhibitor, applied by air spray in two coats in accordance with manufacturer's written instructions to total thickness of 1 mil.
- C. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. As-Milled Finish: Standard one-side bright.
  - 2. Alclad Finish: Metallurgically bonded surfacing alloy on both sides, forming aluminum sheet with reflective luster.

3. Factory Prime Coating: Where painting after installation is required, pretreat metal with white or light-colored, factory-applied, baked-on epoxy primer coat; minimum dry film thickness of 0.2 mil.
4. Clear Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

D. Lead Sheet: ASTM B749 lead sheet.

## 2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F; and complying with physical requirements of ASTM D226/D226M for Type I and Type II felts.
  1. Source Limitations: Obtain underlayment from single source from single manufacturer.
- C. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer in accordance with underlayment manufacturer's written instructions.
  1. Source Limitations: Obtain underlayment from single source from single manufacturer.
  2. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F or lower.
- D. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Solder:
  1. For Copper: ASTM B32, Grade Sn50, 50 percent tin and 50 percent lead with maximum lead content of 0.2 percent.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- E. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- H. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- I. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.
- J. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
  1. Source Limitations: Obtain reglets from single source from single manufacturer.
  2. Materials: Stainless steel, 0.019 inch thick, Copper, 16 oz./sq. ft., Aluminum, 0.024 inch thick.
  3. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
  4. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
  5. Accessories:
    - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
    - b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
  6. Finish: With manufacturer's standard color coating.

## 2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
  - 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
  - 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- G. Seams:
  - 1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  - 2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
  - 3. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- H. Do not use graphite pencils to mark metal surfaces.

## 2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

### A. Hanging Gutters:

1. Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required.
2. Fabricate in minimum 96-inch long sections.
3. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard, but with thickness not less than twice the gutter thickness.
4. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
5. Gutter Profile: To match existing, in accordance with cited sheet metal standard.
6. Expansion Joints: Lap type.
7. Accessories: Continuous, removable leaf screen with sheet metal frame and hardware cloth screen, Wire-ball downspout strainer.
8. Gutters with Girth up to 15: Fabricate from the following materials:
  - a. Aluminum: 0.032 inch thick.

### B. Built-in Gutters:

1. Fabricate to cross section required, with riveted and soldered joints, complete with end pieces, outlet tubes, and other special accessories as required.
2. Fabricate in minimum 96-inch long sections. Fabricate expansion joints and accessories from same metal as gutters unless otherwise indicated.
3. Fabricate gutters with built-in expansion joints and gutter-end expansion joints at walls.
4. Accessories: Continuous, removable leaf screen with sheet metal frame and hardware cloth screen, Wire-ball downspout strainer.
5. Fabricate from the following materials:
  - a. Aluminum: 0.032 inch thick.

### C. Downspouts: Fabricate round downspouts to dimensions indicated on Drawings, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.

1. Fabricated Hanger Style: Fig. 1-35E in accordance with SMACNA's "Architectural Sheet Metal Manual."
2. Fabricate from the following materials:
  - a. Aluminum: 0.024 inch thick.

### D. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fasten gravel guard angles to base of scupper. Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.

### E. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape required, complete with outlet tubes, exterior flange trim, and built-in overflows. Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION OF UNDERLAYMENT

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim.
  - 1. Install in shingle fashion to shed water.
  - 2. Lap joints not less than 2 inches.
- B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, in accordance with manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.
  - 1. Lap horizontal joints not less than 4 inches.
  - 2. Lap end joints not less than 12 inches.
- C. Self-Adhering, High-Temperature Sheet Underlayment:
  - 1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.
  - 2. Prime substrate if recommended by underlayment manufacturer.
  - 3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
  - 4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses.
  - 5. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller.
  - 6. Roll laps and edges with roller.
  - 7. Cover underlayment within 14 days.
- D. Install slip sheet, wrinkle free, over underlayment, before installing sheet metal flashing and trim.
  - 1. Install in shingle fashion to shed water.
  - 2. Lapp joints not less than 4 inches.

### 3.3 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
  - 1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder.
  - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
  - 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
  - 6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  - 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
  - 8. Do not field cut sheet metal flashing and trim by torch.
  - 9. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  - 1. Coat concealed side of uncoated-aluminum and stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
  - 1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
  - 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
  - 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated.
    - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
    - b. Form joints to completely conceal sealant.

- c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
    - d. Adjust setting proportionately for installation at higher ambient temperatures.
      - 1) Do not install sealant-type joints at temperatures below 40 deg F.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.
- 1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
  - 2. Do not solder metallic-coated steel sheet.
  - 3. Do not pretin zinc-tin alloy-coated copper.
  - 4. Do not use torches for soldering.
  - 5. Heat surfaces to receive solder, and flow solder into joint.
    - a. Fill joint completely.
    - b. Completely remove flux and spatter from exposed surfaces.
  - 6. Stainless Steel Soldering:
    - a. Tin edges of uncoated sheets, using solder for stainless steel and acid flux.
    - b. Promptly remove acid-flux residue from metal after tinning and soldering.
    - c. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
  - 7. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.
  - 8. Copper-Clad Stainless Steel Soldering: Tin edges of uncoated sheets, using solder for copper-clad stainless steel.
- H. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

### 3.4 INSTALLATION OF ROOF-DRAINAGE SYSTEM

- A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters:
- 1. Join sections with riveted and soldered joints.
  - 2. Provide for thermal expansion.
  - 3. Attach gutters at eave or fascia to firmly anchor them in position.
  - 4. Provide end closures and seal watertight with sealant.
  - 5. Slope to downspouts.
  - 6. Fasten gutter spacers to front and back of gutter.
  - 7. Anchor gutter with gutter brackets spaced not more than 30 inches apart to roof deck unless otherwise indicated, and loosely lock to front gutter bead.
  - 8. Install gutter with expansion joints at locations indicated on Drawings, but not exceeding, 50 feet apart. Install expansion-joint caps.
  - 9. Install continuous gutter screens on gutters with noncorrosive fasteners, removable for cleaning gutters.



C. Built-in Gutters:

1. Join sections with riveted and soldered joints.
2. Provide for thermal expansion.
3. Slope to downspouts.
4. Provide end closures and seal watertight with sealant.
5. Install underlayment layer in built-in gutter trough and extend to drip edge at eaves and under underlayment on roof sheathing.
  - a. Lap sides minimum of 2 inches over underlying course.
  - b. Lap ends minimum of 4 inches.
  - c. Stagger end laps between succeeding courses at least 72 inches.
  - d. Fasten with roofing nails.
  - e. Install slip sheet over underlayment.
6. Anchor and loosely lock back edge of gutter to continuous cleat.
7. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 18 inches apart.
8. Install gutter with expansion joints at locations indicated on Drawings, but not exceeding, 50 feet apart. Install expansion-joint caps.

D. Downspouts:

1. Join sections with 1-1/2-inch telescoping joints.
2. Provide hangers with fasteners designed to hold downspouts securely to walls.
3. Locate hangers at top and bottom and at approximately 18 inches o.c.
4. Provide elbows at base of downspout to direct water away from building.
5. Connect downspouts to underground drainage system.

E. Parapet Scuppers:

1. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
2. Anchor scupper closure trim flange to exterior wall and solder to scupper.
3. Loosely lock front edge of scupper with conductor head.
4. Solder exterior wall scupper flanges into back of conductor head.

F. Conductor Heads: Anchor securely to wall, with elevation of conductor head rim at minimum of 1 inch below scupper or gutter discharge.

G. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated on Drawings. Lap joints minimum of 4 inches in direction of water flow.

### 3.5 INSTALLATION OF ROOF FLASHINGS

A. Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard.

1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.

1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
2. Extend counterflashing 4 inches over base flashing.
3. Lap counterflashing joints minimum of 4 inches.
4. Secure in waterproof manner by means of anchor and washer spaced at 8 inches o.c. along perimeter and 6 inches o.c. at corners areas unless otherwise indicated.

### 3.6 INSTALLATION OF WALL FLASHINGS

- A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Reglets: Installation of reglets is specified in Section 042000 "Unit Masonry."

### 3.7 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.8 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

### 3.9 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

## SECTION 077100 - ROOF SPECIALTIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Roof-edge specialties.
  - 2. Roof-edge drainage systems.
  - 3. Reglets and counterflashings.
- B. Related Requirements:
  - 1. Section 079200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.
- C. Preinstallation Conference: Conduct conference at Project site.
  - 1. Meet with Owner, Architect, Owner's insurer if applicable, roofing-system testing and inspecting agency representative, roofing Installer, roofing-system manufacturer's representative, Installer, structural-support Installer, and installers whose work interfaces with or affects roof specialties, including installers of roofing materials and accessories.
  - 2. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
  - 3. Review special roof details, roof drainage, and condition of other construction that will affect roof specialties.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof specialties.
  - 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
  - 2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
  - 3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.

4. Detail termination points and assemblies, including fixed points.
  5. Include details of special conditions.
- C. Samples: For each type of roof specialty and for each color and texture specified.
- D. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.
- E. Samples for Verification:
1. Include Samples of each type of roof specialty to verify finish and color selection, in manufacturer's standard sizes.
  2. Include roof-edge drainage systems, reglets and counterflashings made from 12-inch (300-mm) lengths of full-size components in specified material, and including fasteners, cover joints, accessories, and attachments.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Product Certificates: For each type of roof specialty.
- C. Sample Warranty: For manufacturer's special warranty.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

#### 1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section 075113.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and set quality standards for fabrication and installation.
1. Build mockup of typical roof edge as shown on Drawings.
  2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.

- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

## 1.8 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.
- B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. SPRI Wind Design Standard: Manufacture and install roof-edge specialties tested according to SPRI ES-1.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C) material surfaces.

### 2.2 ROOF-EDGE DRAINAGE SYSTEMS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide EXCEPTIONAL<sup>®</sup> Metals; [DX] Style or comparable product by one of the following:
  - 1. ATAS International, Inc.
  - 2. Berger Building Products, Inc.
  - 3. Hickman Company, W. P.
  - 4. Metal-Era, Inc.
  - 5. Approved Equal.
- B. Gutters: Manufactured in uniform section lengths not exceeding 10 feet (3.6 m), with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least 2 inch (25 mm) above front edge. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.

1. Aluminum-Zinc Alloy-Coated Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  2. Bonderized Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  3. Aluminum Sheet: 0.040 inch (1.02 mm) thick.
  4. Formed Stainless Steel: nominal 0.031-inch (0.79-mm) thickness.
  5. Copper Sheet: 16 oz./sq. ft. (0.55 mm thick).
  6. Corners: Factory mitered and riveted.
  7. Gutter Supports: Manufacturer's standard supports as selected by Architect with finish matching the gutters.
- C. Downspouts: Plain rectangular, complete with mechanically fastened elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
1. Aluminum-Zinc Alloy-Coated Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  2. Bonderized Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  3. Formed Aluminum: 0.040 inch (1.02 mm) thick.
  4. Formed Stainless Steel: nominal 0.031-inch (0.79-mm) thickness.
  5. Copper: 16 oz./sq. ft. (0.55 mm thick).
  6. Downspout Accessories: 45-degree elbow.
- D. Parapet Scuppers: Manufactured with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Fasten gravel guard angles to base of scuppers.
1. Basis-of-Design Product: Subject to compliance with requirements, provide EXCEPTIONAL® Metals; Single Skirt scupper or comparable product.
  2. Aluminum-Zinc Alloy-Coated Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  3. Bonderized Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  4. Formed Aluminum: 0.040 inch (1.02 mm) thick.
  5. Stainless Steel: 0.031 inch (0.79 mm) thick.
  6. Copper: 16 oz./sq. ft. (0.55 mm thick).
  7. Color: Provide Gray vinyl-coated metal.
- E. Conductor Heads: Manufactured conductor heads, each with flanged back and stiffened top edge, and of dimensions and shape indicated, complete with outlet tube that nests into upper end of downspout[, exterior flange trim.
1. Basis-of-Design Product: Subject to compliance with requirements, provide EXCEPTIONAL® Metals; Conductor Head or comparable product.
  2. Aluminum-Zinc Alloy-Coated Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  3. Bonderized Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  4. Formed Aluminum: 0.040 inch (1.02 mm) thick.
  5. Stainless Steel: 0.025 inch (0.64 mm) thick.
  6. Copper: 16 oz./sq. ft. (0.55 mm thick).
- F. Aluminum-Zinc Alloy-Coated Steel Finish: Two-coat fluoropolymer.
1. Color: As selected by Architect from manufacturer's full range.

- G. Aluminum Finish: Two-coat fluoropolymer.
  - 1. Color: As selected by Architect from manufacturer's full range.
- H. Stainless-Steel Finish: No. 2B (bright, cold rolled, unpolished).
- I. Copper Finish: Non-patinated, mill.

## 2.3 REGLETS AND COUNTERFLASHINGS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide EXCEPTIONAL<sup>®</sup> Metals; Counterflashing, Reglet series or comparable product by one of the following:
  - 1. Berridge Manufacturing Company.
  - 2. Fry Reglet Corporation.
  - 3. Heckmann Building Products, Inc.
  - 4. Hickman Company, W. P.
  - 5. Metal-Era, Inc.
  - 6. Approved Equal.
- B. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces, from the following exposed metal:
  - 1. Aluminum-Zinc Alloy-Coated Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  - 2. Bonderized Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  - 3. Formed Aluminum: 0.040 inch (1.02 mm) thick.
  - 4. Stainless Steel: 0.025 inch (0.64 mm) thick.
  - 5. Copper: 16 oz./sq. ft. (0.55 mm thick).
  - 6. Surface-Mounted Type: Provide reglets with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
  - 7. Concrete Type, Embedded: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
- C. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by 4 inches (100 mm) and in lengths not exceeding 10 feet (3 m) designed to snap into reglets or through-wall-flashing receiver and compress against base flashings with joints lapped, from the following exposed metal:
  - 1. Aluminum-Zinc Alloy-Coated Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  - 2. Bonderized Steel: Nominal 0.028-inch (0.71-mm), 24-gauge, thickness.
  - 3. Formed Aluminum: 0.040 inch (1.02 mm)] thick.
  - 4. Stainless Steel: 0.025 inch (0.64 mm)] thick.
  - 5. Copper: 16 oz./sq. ft. (0.55 mm thick).
- D. Aluminum-Zinc Alloy-Coated Steel Finish: Two-coat fluoropolymer.
  - 1. Color: As selected by Architect from manufacturer's full range.
- E. Aluminum Finish: Two-coat fluoropolymer.

1. Color: As selected by Architect from manufacturer's full range.
- F. Stainless Steel Finish: No. 2B (bright, cold rolled, unpolished).
- G. Copper Finish: Non-patinated, mill

## 2.4 MATERIALS

- A. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A792/A792M, Class AZ55 and AZ50 (AZM150 and AZM165) coating designation, Grade 50, Class 1; structural quality.
- B. Bonderized Steel: Zinc-Coated (Galvanized) Steel Sheet ASTM A653/A653M, G90 (Z275) coating designation, with a phosphatized coating over the zinc.
- C. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
- D. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304.
- E. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.

## 2.5 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils (0.76 to 1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Carlisle Coatings & Waterproofing Inc.
    - b. GCP Applied Technologies Inc.
    - c. Henry Company.
    - d. Metal-Fab Manufacturing; a Drexel Metals company.
    - e. Owens Corning.
    - f. Approved Equal.
  2. Thermal Stability: ASTM D1970/D1970M; stable after testing at 240 deg F (116 deg C).
  3. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F (29 deg C).
- B. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
- C. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum.



## 2.6 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
  - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
  - 2. Fasteners for Copper Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.
  - 3. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
  - 4. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
  - 5. Fasteners for Aluminum-Zinc Alloy-Coated (Galvalume®) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel in accordance with ASTM A153/A153M or ASTM F2329.
- B. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- C. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- E. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.
- F. Solder for Copper: ASTM B32, lead-free solder.

## 2.7 FINISHES

- A. Comply with NAAMM/NOMMA 500 for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Coil-Coated Galvalume® Steel Sheet Finishes:
  - 1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with ASTM A755/A755M and coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- E. Coil-Coated Aluminum Sheet Finishes:

1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- F. Copper Sheet Finishes:
  1. Non-Patinated Finish: Mill finish.
- G. Aluminum Extrusion Finishes:
  1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer: AAMA [2604] [2605]. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- H. Copper Sheet Finishes:
  1. Non-Patinated Finish: Mill finish.
  2. Pre-Patinated Finish: Chemically treated according to ASTM B882.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches (152 mm) staggered 24 inches (610 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 14 days.
  1. Apply continuously under roof-edge specialties and reglets and counterflashings.
  2. Coordinate application of self-adhering sheet underlayment under roof specialties with requirements for continuity with adjacent air barrier materials.

- B. Felt Underlayment: Install with adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).
- C. Slip Sheet: Install with tape or adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).

### 3.3 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
  - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
  - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  - 4. Torch cutting of roof specialties is not permitted.
  - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of [uncoated aluminum and stainless-steel roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
  - 1. Space movement joints at a maximum of 12 feet (3.6 m) with no joints within 18 inches (450 mm) of corners or intersections unless otherwise indicated on Drawings.
  - 2. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm); however, reduce pre-tinning where

pre-tinned surface would show in completed Work. Tin edges of uncoated copper sheets using solder for copper. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

### 3.4 ROOF-EDGE DRAINAGE-SYSTEM INSTALLATION

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

### 3.5 ROOF-EDGE DRAINAGE-SYSTEM INSTALLATION

- A. General: Install components to produce a complete roof-edge drainage system in accordance with manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than 24 inches (610 mm) apart. Attach ends with rivets and solder to make watertight. Slope to downspouts.
  - 1. Install gutter with expansion joints at locations indicated but not exceeding [50 feet (15.2 m) apart. Install expansion-joint caps.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c.
  - 1. Provide elbows at base of downspouts at grade to direct water away from building.
  - 2. Connect downspouts to underground drainage system indicated.
- D. Parapet Scuppers: Install scuppers through parapet where indicated. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 1. Anchor scupper closure trim flange to exterior wall and seal or solder to scupper.
  - 2. Loosely lock front edge of scupper with conductor head.
  - 3. Seal or solder exterior wall scupper flanges into back of conductor head.
- E. Conductor Heads: Anchor securely to wall with elevation of conductor top edge 1 inch (25 mm) below scupper discharge.

### 3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Nonstaining silicone joint sealants.
  - 3. Urethane joint sealants.
  - 4. Immersible joint sealants.
  - 5. Silyl-terminated polyether joint sealants.
  - 6. Mildew-resistant joint sealants.
  - 7. Polysulfide joint sealants.
  - 8. Butyl joint sealants.
  - 9. Latex joint sealants.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency a qualified testing agency.
- C. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:
  - 1. Joint-sealant location and designation.
  - 2. Manufacturer and product name.
  - 3. Type of substrate material.
  - 4. Proposed test.
  - 5. Number of samples required.
- D. Preconstruction Laboratory Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.
- E. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- F. Field-Adhesion-Test Reports: For each sealant application tested.
- G. Sample Warranties: For special warranties.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
  - 1. Testing Agency Qualifications: Qualified according to ASTM C1021 to conduct the testing indicated.
- C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

## 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Adhesion Testing: Use ASTM C794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
  2. Compatibility Testing: Use ASTM C1087 to determine sealant compatibility when in contact with glazing and gasket materials.
  3. Stain Testing: Use ASTM C1248 to determine stain potential of sealant when in contact with stone and masonry substrates.
  4. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.
  5. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
  6. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.
  7. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
  2. Conduct field tests for each kind of sealant and joint substrate.
  3. Notify Architect seven days in advance of dates and times when test joints will be erected.
  4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
    - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.
      - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
  6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

## 1.8 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.



## 1.9 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Sika Corporation.
    - b. GE Construction Sealants; Momentive Performance Materials Inc.
    - c. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - d. Pecora Corporation.
    - e. Tremco Incorporated.
    - f. Approved Equal.

- C. Type 1C Sealant (for general use around windows, store front systems, door frames, metal panel systems, metal coping, louvers, cast stone copings, and other junctures where movement occurs.)
  - 1. One-part ultra-low modulus neutral cure silicone sealant; ASTM C290, Type S, Grade NS, Class 25, Uses NT, M, G, A, and O.
    - a. Pecora 890 FTA
    - b. Tremco Spectrem-1
    - c. Dow Corning 790
    - d. Sika SikaSil WS 290
  - 2. Provide custom colors for use around window perimeters, to match window frame or masonry, or other colors as determined by Architect.

## 2.3 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide BASF Corporation - Construction Systems; [MasterSeal CR 195 (formerly Sonolastic Ultra, MBS2014)] [MasterSeal NP 1 (formerly Sonolastic NP1, MBS2014)] [MasterSeal TX 1 (formerly Sonolastic TX1, MBS2014)] or a comparable product by one of the following:
    - a. Bostik, Inc.
    - b. ER Systems; an ITW Company.
    - c. Pecora Corporation.
    - d. Polymeric Systems, Inc.
    - e. Schnee-Morehead, Inc., an ITW company.
    - f. Sherwin-Williams Company (The).
    - g. Sika Corporation.
    - h. Tremco Incorporated.
    - i. Approved Equal.
- B. Type 1A Sealant (for use for pavements, walks, and curbs):
  - 1. For Horizontal Joints: Two-part, self-leveling polyurethane sealant for traffic bearing construction; ASTM C290, Type M, Grade P, Class 25, Uses T, M, A, and O (granite).
    - a. Pecora Urexpan NR-200
    - b. Tremco THC 900/901
    - c. Sika Sikaflex 2C SL
- C. Type 5 Sealant (use at relieving angles – between brick and stainless steel sealant edge):
  - 1. One-component polyurethane sealant; ASTM C290, Type S, Grade NS, Class 35, Use NT, M, and A.
    - a. Tremco Dymonic 100
    - b. Sika Sikaflex-25LM
    - c. Pecora Dynatrol I-XL
  - 2. Provide custom paint colors for use at relieving angles.

## 2.4 SILYL-TERMINATED POLYETHER (STPE) JOINT SEALANTS

- A. STPE, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide BASF Corporation - Construction Systems; MasterSeal NP 150 (formerly Sonolastic150VLM, MBS2014)] or a comparable product by one of the following:
    - a. GE Construction Sealants; Momentive Performance Materials Inc.
    - b. Pecora Corporation.
    - c. Sherwin-Williams Company (The).
    - d. Approved Equal.

## 2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide BASF Corporation - Construction Systems; MasterSeal 920 and 921 (formerly Closed-cell and Soft-Cell Backer Rod, MBS2014) or a comparable product by one of the following:
    - a. Construction Foam Products; a division of Nomaco, Inc.
    - b. Approved Equal.
- B. Cylindrical Sealant Backings: ASTM C1330, or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated], and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Exterior insulation and finish systems.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
    - b. Perform one test for each 1000 feet (300 m) of joint length thereafter or one test per each floor per elevation.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.

- a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
3. Inspect tested joints and report on the following:
  - a. Whether sealants filled joint cavities and are free of voids.
  - b. Whether sealant dimensions and configurations comply with specified requirements.
  - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
    - a. Control and expansion joints in unit masonry.
    - b. Joints in stone cladding.
    - c. Joints in terracotta cladding.

- d. Joints between different materials listed above.
    - e. Perimeter joints between materials listed above and frames of doors, and windows.
    - f. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Control and expansion joints on exposed interior surfaces of exterior walls.
    - b. Vertical joints on exposed surfaces of unit masonry, concrete, walls, and partitions.
    - c. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Urethane, S, NS, 25, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

## SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Storefront framing.
  - 2. Manual-swing entrance doors.
- B. Related Requirements:
  - 1. Section 084126 "All-Glass Entrances and Storefronts" for systems without aluminum support framing.

### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
  - 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
  - 2. Include full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
    - a. Joinery, including concealed welds.
    - b. Anchorage.
    - c. Expansion provisions.
    - d. Glazing.
    - e. Flashing and drainage.
  - 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
  - 4. Include point-to-point wiring diagrams showing the following:
    - a. Power requirements for each electrically operated door hardware.



- b. Location and types of switches, signal device, conduit sizes, and number and size of wires.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch (300-mm) lengths of full-size components and showing details of the following:
  - 1. Joinery, including concealed welds.
  - 2. Anchorage.
  - 3. Expansion provisions.
  - 4. Glazing.
  - 5. Flashing and drainage.
- F. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.
- G. Delegated-Design Submittal: For aluminum-framed entrances and storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Preconstruction Laboratory Mockup Testing Submittals:
  - 1. Testing Program: Developed specifically for Project.
  - 2. Test Reports: Prepared by a qualified preconstruction testing agency for each mockup test.
  - 3. Record Drawings: As-built drawings of preconstruction laboratory mockups showing changes made during preconstruction laboratory mockup testing.
- B. Qualification Data: For Installer and field testing agency.
- C. Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer.
  - 1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront.
- D. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by a qualified testing agency.
- E. Quality-Control Program: Developed specifically for Project, including fabrication and installation, according to recommendations in ASTM C1401. Include periodic quality-control reports.

- F. Source quality-control reports.
- G. Field quality-control reports.
- H. Sample Warranties: For special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.
- B. Maintenance Data for Structural Sealant: For structural-sealant-glazed storefront to include in maintenance manuals. Include ASTM C1401 recommendations for post-installation-phase quality-control program.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified according to ASTM E699 for testing indicated and accredited by the International Accreditation Service or the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement as complying with ISO/IEC 17025.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.
- D. Structural-Sealant Glazing: Comply with ASTM C1401 for design and installation of storefront systems.

#### 1.8 MOCKUPS

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
  - 1. Build mockup of typical wall area as shown on Drawings.
  - 2. Testing shall be performed on mockups according to requirements in "Field Quality Control" Article.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.9 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Structural failures, including, but not limited to, excessive deflection.
    - b. Noise or vibration created by wind and thermal and structural movements.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - d. Water penetration through fixed glazing and framing areas.
    - e. Failure of operating components.
  2. Warranty Period: Five years from date of Substantial Completion.
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  1. Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  2. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing spandrel panels venting windows and accessories, from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrances and storefronts.
- B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
  1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure, including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.

2. Failure also includes the following:
  - a. Thermal stresses transferring to building structure.
  - b. Glass breakage.
  - c. Noise or vibration created by wind and thermal and structural movements.
  - d. Loosening or weakening of fasteners, attachments, and other components.
  - e. Failure of operating units.
- C. Deflection of Framing Members: At design wind pressure, as follows:
  1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans of up to 13 feet 6 inches (4.1 m) and to 1/240 of clear span plus 1/4 inch (6.35 mm) for spans greater than 13 feet 6 inches (4.1 m) or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19.1 mm), whichever is less.
  2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch (3.2 mm).
    - a. Operable Units: Provide a minimum 1/16-inch (1.6-mm) clearance between framing members and operable units.
  3. Cantilever Deflection: Where framing members overhang an anchor point, as follows:
    - a. Perpendicular to Plane of Wall: No greater than 1/240 of clear span plus 1/4 inch (6.35 mm) for spans greater than 11 feet 8-1/4 inches (3.6 m) or 1/175 times span, for spans of less than 11 feet 8-1/4 inches (3.6 m).
- D. Structural: Test according to ASTM E330/E330M as follows:
  1. When tested at positive and negative wind-load design pressures, storefront assemblies, including entrance doors, do not evidence deflection exceeding specified limits.
  2. When tested at 150 percent of positive and negative wind-load design pressures, storefront assemblies, including entrance doors and anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- E. Air Infiltration: Test according to ASTM E283 for infiltration as follows:
  1. Fixed Framing and Glass Area:
    - a. Maximum air leakage of 0.06 cfm/sq. ft. (0.30 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa) 6.24 lbf/sq. ft. (300 Pa)
  2. Entrance Doors:
    - a. Single Doors: Maximum air leakage of 0.5 cfm/sq. ft. (2.54 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
- F. Water Penetration under Static Pressure: Test according to ASTM E331 as follows:
  1. No evidence of water penetration through fixed glazing and framing areas, including entrance doors, when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less 15 lbf/sq. ft. (720 Pa).
- G. Water Penetration under Dynamic Pressure: Test according to AAMA 501.1 as follows:

1. No evidence of water penetration through fixed glazing and framing areas when tested at dynamic pressure equal to 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq. ft. (720 Pa).
  2. Maximum Water Leakage: According to AAMA 501.1. Water leakage does not include water controlled by flashing and gutters, or water that is drained to exterior.
- H. Seismic Performance: Aluminum-framed entrances and storefronts shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
1. Seismic Drift Causing Glass Fallout: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.6 at design displacement and 1.5 times the design displacement.
- I. Energy Performance: Certify and label energy performance according to NFRC as follows:
1. Thermal Transmittance (U-factor): Fixed glazing and framing areas as a system shall have U-factor of not more than 0.38 Btu/sq. ft. x h x deg F (2.33 W/sq. m x K as determined according to NFRC 100).
  2. Solar Heat Gain Coefficient (SHGC): Fixed glazing and framing areas as a system shall have SHGC of no greater than 0.40 as determined according to NFRC 200.
  3. Condensation Resistance: Fixed glazing and framing areas as a system shall have an NFRC-certified condensation resistance rating of no less than 35 as determined according to NFRC 500.
- J. Noise Reduction: Test according to ASTM E90, with ratings determined by ASTM E1332, as follows.
1. Outdoor-Indoor Transmission Class: Minimum 34.
- K. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 2 enhanced protection.
1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
  2. Small-Missile Test: For glazing located between 30 feet (9.1 m) and [60 feet (18.3 m)] above grade.
- L. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes.
1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
  2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
    - a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of [180 deg F (82 deg C)].
    - b. Low Exterior Ambient-Air Temperature: [0 deg F (minus 18 deg C)].
    - c. Interior Ambient-Air Temperature: [75 deg F (24 deg C)].
- M. Structural-Sealant Joints:
1. Designed to carry gravity loads of glazing.
- N. Structural Sealant: ASTM C1184. Capable of withstanding tensile and shear stresses imposed by structural-sealant-glazed, aluminum-framed entrances and storefronts without failing

adhesively or cohesively. When tested for preconstruction adhesion and compatibility, cohesive failure of sealant shall occur before adhesive failure.

1. Adhesive failure occurs when sealant pulls away from substrate cleanly, leaving no sealant material behind.
2. Cohesive failure occurs when sealant breaks or tears within itself but does not separate from each substrate, because sealant-to-substrate bond strength exceeds sealant's internal strength.

## 2.3 STOREFRONT SYSTEMS

### A. Manufacturers

- 1- Kawneer, Cranberry Township, PA
- 2- Trulite Glass & Aluminum Solutions, Deerfield beach, FL
- 3-Avanti Systems, INC. Greenwich, CT

### B. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Exterior Framing Construction: Thermally broken.
2. Interior Vestibule Framing Construction: Nonthermal.
3. Glazing System: Retained mechanically with gaskets on two sides and structural sealant on two sides.
4. Glazing Plane: Front.
5. Finish: Finish framing and header with Class I, clear anodic.
  - a. Color: Dark bronze.
6. Fabrication Method: Field-fabricated stick system.
7. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
8. Steel Reinforcement: As required by manufacturer.

### C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

### D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

### E. Insulated Spandrel Panels: Laminated, metal-faced flat panels with no deviations in plane exceeding 0.8 percent of panel dimension in width or length.

1. Interior Skin: Aluminum.
  - a. Thickness: Manufacturer's standard for finish and texture indicated.
  - b. Finish: Matching storefront framing.
  - c. Texture: Smooth.
  - d. Backing Sheet: 1/8-inch- (3.2-mm-) thick tempered hardboard.
2. Thermal Insulation Core: Manufacturer's standard.
3. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - a. Flame-Spread Index: 25 or less.
  - b. Smoke-Developed Index: 50 or less.

- F. Venting Windows: Manufacturer's standard units, complying with AAMA/WDMA/CSA 101/I.S.2/A440, with self-flashing mounting fins, and as follows:
  - 1. Glazing: Same as adjacent aluminum-framed entrances and storefront glazing.
  - 2. Finish: Match adjacent aluminum-framed entrances and storefront finish.

## 2.4 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing or automatic operation.
  - 1. Door Construction: 1-3/4-inch (44.5-mm) overall thickness, with minimum 0.125-inch (3.2-mm) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
    - a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
  - 2. Door Design: As indicate.
  - 3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
    - a. Provide nonremovable glazing stops on outside of door.

## 2.5 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this Section is specified in Section 087100 "Door Hardware.
- B. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame schedule for each entrance door, to comply with requirements in this Section.
  - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
  - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
  - 3. Opening-Force Requirements:
    - a. Egress Doors: Not more than 15 lbf (67 N) to release the latch and not more than 30 lbf (133 N) to set the door in motion and not more than 15 lbf (67 N) to open the door to its minimum required width.
    - b. Accessible Interior Doors: Not more than 5 lbf (22.2 N) to fully open door.
- C. Designations: Requirements for design, grade, function, finish, quantity, size, and other distinctive qualities of each type of entrance door hardware are indicated in "Entrance Door Hardware Sets" Article. Products are identified by using entrance door hardware designations as follows:
  - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in "Entrance Door Hardware Sets" Article.
  - 2. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.

- D. Cylinders: As specified in Section 087100 "Door Hardware."
- E. Pivot Hinges: BHMA A156.4, Grade 1.
  - 1. Offset-Pivot Hinges: Provide top, bottom, and intermediate offset pivots at each door leaf.
- F. Continuous-Gear Hinges: BHMA A156.26.
- G. Mortise Auxiliary Locks: BHMA A156.5, Grade 1.
- H. Manual Flush Bolts: BHMA A156.16, Grade 1.
- I. Automatic and Self-Latching Flush Bolts: BHMA A156.3, Grade 1.
- J. Panic Exit Devices: BHMA A156.3, Grade 1, listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.
- K. Cylinders: BHMA A156.5, Grade 1.
  - 1. Keying: Master key system. Permanently inscribe each key with a visual key control number and include notation "DO NOT DUPLICATE".
- L. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.
- M. Operating Trim: BHMA A156.6.
- N. Removable Mullions: BHMA A156.3 extruded aluminum.
  - 1. When used with panic exit devices, provide keyed removable mullions listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305. Use only mullions that have been tested with exit devices to be used.
- O. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to comply with field conditions and requirements for opening force.
- P. Concealed Overhead Holders and Stops: BHMA A156.8, Grade 1.
- Q. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.
- R. Weather Stripping: Manufacturer's standard replaceable components.
  - 1. Compression Type: Made of ASTM D2000 molded neoprene or ASTM D2287 molded PVC.
  - 2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.



- S. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
- T. Thresholds: BHMA A156.21 raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch (12.7 mm).
- U. Finger Guards: Manufacturer's standard collapsible neoprene or PVC gasket anchored to frame hinge-jamb at center-pivoted doors.

## 2.6 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Comply with Section 088000 "Glazing."
- C. Glazing Sealants: Comply with Section 088000 "Glazing."
- D. Structural Glazing Sealants: ASTM C1184 chemically curing silicone formulation that is compatible with system components with which it comes in contact; specifically formulated and tested for use as structural sealant and approved by structural-sealant manufacturer for use in storefront system indicated.
  - 1. Color: As selected by Architect from manufacturer's full range of colors.
- E. Weatherseal Sealants: ASTM C920 for Type S; Grade NS; Class 25; Uses NT, G, A, and O; chemically curing silicone formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and structural-sealant-glazed storefront manufacturers for this use.
  - 1. Color: Match structural sealant.

## 2.7 MATERIALS

- A. Sheet and Plate: ASTM B209 (ASTM B209M).
- B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221 (ASTM B221M).
- C. Extruded Structural Pipe and Tubes: ASTM B429/B429M.
- D. Structural Profiles: ASTM B308/B308M.
- E. Steel Reinforcement:
  - 1. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
  - 2. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
  - 3. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.
  - 4. Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.

## 2.8 ACCESSORIES

- A. Automatic Door Operators: Section 084229.33 "Swinging Automatic Entrances."
- B. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
  - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  - 2. Reinforce members as required to receive fastener threads.
  - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
- C. Anchors: Three-way adjustable anchors with minimum adjustment of [1 inch (25.4 mm) that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
  - 1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A123/A123M or ASTM A153/A153M requirements.
- D. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- E. Bituminous Paint: Cold-applied asphalt-mastic paint containing no asbestos, formulated for 30-mil (0.762-mm) thickness per coat.
- F. Rigid PVC Filler.

## 2.9 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Provisions for field replacement of glazing interior for vision glass and exterior for spandrel glazing or metal panels.
  - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.

- E. Structural-Sealant-Glazed Framing Members: Include accommodations for using temporary support device to retain glazing in place while structural sealant cures.
- F. Storefront Framing: Fabricate components for assembly using head-and-sill-receptor system with shear blocks at intermediate horizontal members.
- G. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
  - 1. At interior and exterior doors, provide compression weather stripping at fixed stops.
- H. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
  - 1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
  - 2. At exterior doors, provide weather sweeps applied to door bottoms.
- I. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- J. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

## 2.10 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm AA-M12C22A31, Class II, 0.010 mm or thicker.

## 2.11 SOURCE QUALITY CONTROL

- A. Structural Sealant: Perform quality-control procedures complying with ASTM C1401 recommendations, including, but not limited to, assembly material qualification procedures, sealant testing, and assembly fabrication reviews and checks.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare surfaces that are in contact with structural sealant according to sealant manufacturer's written instructions, to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.

### 3.3 INSTALLATION

- A. General:
  - 1. Comply with manufacturer's written instructions.
  - 2. Do not install damaged components.
  - 3. Fit joints to produce hairline joints free of burrs and distortion.
  - 4. Rigidly secure nonmovement joints.
  - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
  - 6. Seal perimeter and other joints watertight unless otherwise indicated.
- B. Metal Protection:
  - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
  - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- D. Install components plumb and true in alignment with established lines and grades.
- E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- F. Install glazing as specified in Section 088000 "Glazing."
- G. Install weatherseal sealant according to Section 079200 "Joint Sealants" and according to sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer.
- H. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
  - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
  - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

### 3.4 ERECTION TOLERANCES

- A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:
1. Plumb: 1/8 inch in 10 feet (3.2 mm in 3 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
  2. Level: 1/8 inch in 20 feet (3.2 mm in 6 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
  3. Alignment:
    - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch (12.7 mm) wide, limit offset from true alignment to 1/16 inch (1.6 mm).
    - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch (12.7 to 25.4 mm) wide, limit offset from true alignment to 1/8 inch (3.2 mm).
    - c. Where surfaces are separated by reveal or protruding element of 1 inch (25.4 mm) wide or more, limit offset from true alignment to 1/4 inch (6 mm).
  4. Location: Limit variation from plane to 1/8 inch in 12 feet (3.2 mm in 3.6 m); 1/2 inch (12.7 mm) over total length.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Field Quality-Control Testing: Perform the following test on representative areas of aluminum-framed entrances and storefronts.
1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
    - a. Perform a minimum of three tests in areas as directed by Architect.
    - b. Perform tests in each test area as directed by Architect. Perform at least three tests, prior to 10, 35, and 70 percent completion.
  2. Air Infiltration: ASTM E783 at 1.5 times the rate specified for laboratory testing in "Performance Requirements" Article but not more than 0.09 cfm/sq. ft. (0.45 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
    - a. Perform a minimum of three tests in areas as directed by Architect.
    - b. Perform tests in each test area as directed by Architect. Perform at least three tests, prior to 10, 35, and 70 percent completion
  3. Water Penetration: ASTM E1105 at a minimum uniform and cyclic static-air-pressure differential of 0.67 times the static-air-pressure differential specified for laboratory testing in "Performance Requirements" Article, but not less than 6.24 lbf/sq. ft. (300 Pa), and shall not evidence water penetration.
- C. Structural-Sealant Adhesion: Test structural sealant according to recommendations in ASTM C1401, Destructive Test Method A, "Hand Pull Tab (Destructive)," Appendix X2.
1. Test a minimum of six areas on each building facade.
  2. Repair installation areas damaged by testing.
- D. Aluminum-framed entrances and storefronts will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

3.6 MAINTENANCE SERVICE

A. Entrance Door Hardware:

1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.
2. Initial Maintenance Service: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of entrance door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper entrance door hardware operation at rated speed and capacity. Use parts and supplies that are the same as those used in the manufacture and installation of original equipment.

END OF SECTION 084113

## SECTION 084213 - ALUMINUM-FRAMED ENTRANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Manual-swing entrance doors.

#### 1.3 ALLOWANCES

- A. Field quality-control testing is part of testing and inspecting allowance.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For aluminum-framed entrances. Include plans, elevations, sections, full-size details, and attachments to other work.
  - 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
  - 2. Include full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrances, showing the following:
    - a. Joinery, including concealed welds.
    - b. Anchorage.
    - c. Expansion provisions.
    - d. Glazing.
    - e. Flashing and drainage.
  - 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.

- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch (300-mm) lengths of full-size components and showing details of the following:
  - 1. Joinery, including concealed welds.
  - 2. Anchorage.
  - 3. Expansion provisions.
  - 4. Glazing.
  - 5. Flashing and drainage.
- F. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and Installer.
- B. Energy Performance Certificates: For aluminum-framed entrances, accessories, and components, from manufacturer.
  - 1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance.
- C. Product Test Reports: For aluminum-framed entrances.
- D. Field quality-control reports.
- E. Sample Warranties: For special warranties.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed entrances to include in maintenance manuals.

#### 1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified according to ASTM E699 for testing indicated and accredited by the International Accreditation Service or the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement as complying with ISO/IEC 17025.



## 1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Horton Automatics, Corpus Christi, TX
- B. Source Limitations: Obtain all components of aluminum-framed entrance, including framing and accessories, from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Structural Loads:
  - 1. Wind Loads: Per governing codes.
  - 2. Seismic Loads: Per governing codes.
- C. Structural: Test according to ASTM E330/E330M as follows:
  - 1. When tested at positive and negative wind-load design pressures, entrance doors do not evidence deflection exceeding specified limits.
  - 2. When tested at 150 percent of positive and negative wind-load design pressures, entrance doors, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- D. Air Infiltration: Test according to ASTM E283 for infiltration as follows:
  - 1. Entrance Doors:

- a. Single Doors: Maximum air leakage of 0.5 cfm/sq. ft. (2.54 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
- E. Water Penetration under Static Pressure: Test according to ASTM E331 as follows:
  1. No evidence of water penetration through fixed glazing and framing areas of entrance doors when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq. ft. (720 Pa).
- F. Energy Performance: Certify and label energy performance according to NFRC as follows:
  1. Thermal Transmittance (U-factor): Fixed glazing and framing areas as a system shall have U-factor of not more than 0.41 Btu/sq. ft. x h x deg F (2.33 W/sq. m x K as determined according to NFRC 100.
  2. Solar Heat Gain Coefficient (SHGC): Fixed glazing and framing areas as a system shall have a SHGC of no greater than 0.45 as determined according to NFRC 200.
  3. Condensation Resistance: Fixed glazing and framing areas as a system shall have an NFRC-certified condensation resistance rating of no less than 55 as determined according to NFRC 500.
- G. Noise Reduction: Test according to ASTM E90, with ratings determined by ASTM E1332, as follows.
  1. Outdoor-Indoor Transmission Class: Minimum 34.
- H. Blast Resistance:
  1. Hazard Rating: High Hazard according to ASTM F2912.
  2. Performance Condition: 1 per GSA-TS01.
- I. Ballistics Resistance: Level 7-SG when tested according to UL 752.
- J. Ballistics Resistance: Class/Level R1 when tested according to ASTM F1233.
- K. Ballistics Resistance: E when tested according to HPW-TP-0500.03.
- L. Ballistics Resistance: R when tested according to SD-STD-01.01.
- M. Ballistics Resistance: Level IV when tested according to NIJ STD-0108.01.
- N. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 2 for enhanced protection.
  1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
  2. Small-Missile Test: For glazing located between 30 feet (9.1 m) and 60 feet (18.3 m) above grade.
- O. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes.
  1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.3 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
  - 1. Door Construction: 2- to 2-1/4-inch (50.8- to 57.2-mm) overall thickness, with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
    - a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
  - 2. Door Design: Wide stile; 5-inch (127-mm) nominal width.
  - 3. Glazing Stops and Gaskets: snap-on, extruded-aluminum stops and preformed gaskets.
    - a. Provide nonremovable glazing stops on outside of door.
- B. Framing Members: Manufacturer's standard extruded aluminum, minimum 0.125 inch (3.2 mm) thick and reinforced as required to support imposed loads.
  - 1. Nominal Size: 1-3/4 by 6 inches (45 by 150 mm).
- C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- E. Materials:
  - 1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
    - a. Sheet and Plate: ASTM B209 (ASTM B209M).
    - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221 (ASTM B221M).
    - c. Extruded Structural Pipe and Tubes: ASTM B429/B429M.
    - d. Structural Profiles: ASTM B308/B308M.
  - 2. Steel Reinforcement:
    - a. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
    - b. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
    - c. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.
    - d. Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.

## 2.4 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this Section is specified in Section 087100 "Door Hardware."
- B. General: Provide entrance door hardware for each entrance door, to comply with requirements in this Section.
  - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products complying with BHMA standard referenced.

2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
3. Opening-Force Requirements:
  - a. Egress Doors: Not more than 15 lbf (67 N) to release the latch and not more than 30 lbf (133 N) to set the door in motion and not more than 15 lbf (67 N) to open the door to its minimum required width.
  - b. Accessible Interior Doors: Not more than 5 lbf (22.2 N) to fully open door.
- C. Designations: Requirements for design, grade, function, finish, quantity, size, and other distinctive qualities of each type of entrance door hardware are indicated in "Entrance Door Hardware Sets" Article. Products are identified by using entrance door hardware designations as follows:
  1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in "Entrance Door Hardware Sets" Article.
  2. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.
- D. Cylinders: As specified in Section 087100 "Door Hardware."
- E. Continuous-Gear Hinges: BHMA A156.26.
- F. Mortise Auxiliary Locks: BHMA A156.5, Grade 1.
- G. Manual Flush Bolts: BHMA A156.16, Grade 1.
- H. Panic Exit Devices: BHMA A156.3, Grade 1, listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.
- I. Cylinders: BHMA A156.5, Grade 1.
  1. Keying: Master key system. Permanently inscribe each key with a visual key control number and include notation "DO NOT DUPLICATE" to be furnished by Owner.
- J. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.
- K. Operating Trim: BHMA A156.6.
- L. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to comply with field conditions and requirements for opening force.
- M. Concealed Overhead Holders and Stops: BHMA A156.8, Grade 1.
- N. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.
- O. Weather Stripping: Manufacturer's standard replaceable components.

1. Compression Type: Made of ASTM D2000 molded neoprene or ASTM D2287 molded PVC.
  2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.
- P. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
- Q. Thresholds: BHMA A156.21 raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch (12.7 mm).
- R. Finger Guards: Manufacturer's standard collapsible neoprene or PVC gasket anchored to frame hinge-jamb at center-pivoted doors.

## 2.5 GLAZING

- A. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers
- B. Glazing Sealants: As recommended by manufacturer.

## 2.6 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  2. Reinforce members as required to receive fastener threads.
  3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch (25.4 mm) that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A123/A123M or ASTM A153/A153M requirements.
- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials or Dead-soft, 0.018-inch- (0.457-mm-) thick stainless steel, complying with ASTM A240/A240M, of type recommended by manufacturer.
- D. Bituminous Paint: Cold-applied asphalt-mastic paint containing no asbestos, formulated for 30-mil (0.762-mm) thickness per coat.
- E. Rigid PVC Filler.

## 2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
  - 1. At exterior doors, provide compression weather stripping at fixed stops.
- E. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
  - 1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
  - 2. At exterior doors, provide weather sweeps applied to door bottoms.
- F. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- G. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

## 2.8 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611 or thicker.
  - 1. Color: As selected by Architect from full range of industry colors and color densities.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General:
  - 1. Comply with manufacturer's written instructions.
  - 2. Do not install damaged components.
  - 3. Fit joints to produce hairline joints free of burrs and distortion.
  - 4. Rigidly secure nonmovement joints.
  - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
  - 6. Seal perimeter and other joints watertight unless otherwise indicated.
- B. Metal Protection:
  - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or installing nonconductive spacers.
  - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- D. Install components plumb and true in alignment with established lines and grades.
- E. Install glazing as specified.
- F. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
  - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
  - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

### 3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Field Quality-Control Testing: Perform the following test on aluminum-framed entrances.
  - 1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
  - 2. Air Infiltration: ASTM E783 at 1.5 times the rate specified for laboratory testing in "Performance Requirements" Article but not more than 0.09 cfm/sq. ft. (0.45 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
  - 3. Water Penetration: ASTM E1105 at a minimum uniform and cyclic static-air-pressure differential of 0.67 times the static-air-pressure differential specified for laboratory testing in "Performance Requirements" Article, but not less than 6.24 lbf/sq. ft. (300 Pa), and shall not evidence water penetration.

- C. Aluminum-framed entrances will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

### 3.4 MAINTENANCE SERVICE

- A. Entrance Door Hardware:
  - 1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.
  - 2. Initial Maintenance Service: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of entrance door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper entrance door hardware operation at rated speed and capacity. Use parts and supplies that are the same as those used in the manufacture and installation of original equipment.

END OF SECTION 084213



## SECTION 084229.23 - SLIDING AUTOMATIC ENTRANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes exterior sliding, power-operated automatic entrances.
- B. Related Requirements:
  - 1. Section 087113 "Automatic Door Operators" for automatic door operators furnished separately from doors and frames.

#### 1.3 DEFINITIONS

- A. AAADM: American Association of Automatic Door Manufacturers.
- B. Activation Device: A control that, when actuated, sends an electrical signal to the door operator to open the door.
- C. IBC: International Building Code.
- D. Safety Device: A control that, to avoid injury, prevents a door from opening or closing.
- E. For automatic door terminology, refer to BHMA A156.10 for definitions of terms.

#### 1.4 COORDINATION

- A. Templates: Distribute for doors, frames, and other work specified to be factory prepared for installing automatic entrances.
- B. Coordinate hardware with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish. Coordinate hardware for automatic entrances with hardware required for rest of Project.
- C. Electrical System Roughing-in: Coordinate layout and installation of automatic entrances with connections to power supplies and access-control system and remote activation devices and remote monitoring systems; if required.

- D. System Integration: Integrate sliding automatic entrances with other systems as required for a complete working installation.
  - 1. Provide electrical interface control capability for activation of sliding automatic entrances by security access system on doors with electric locking.
  - 2. Provide electrical interface to deactivate door operators on activation of fire alarm system.
  - 3. Provide electrical interface to allow for remote monitoring of automatic entrance door panel status.

#### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct CONFERENCE at Project site

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for automatic entrances.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For sliding automatic entrances.
  - 1. Include plans, elevations, sections, hardware mounting heights, and attachment details.
  - 2. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
  - 4. Indicate locations of activation and safety devices.
  - 5. Include hardware schedule and indicate hardware types, functions, quantities, and locations.
- C. Samples for Initial Selection: For units with factory-applied color and metal-clad finishes.
  - 1. Include Samples of hardware and accessories involving color or finish selection.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Delegated-Design Submittal: For automatic entrances.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer manufacturer.
- B. Product Certificates: For each type of automatic entrance. Include emergency-exit features of automatic entrances serving as a required means of egress.

- C. Product Test Reports: For each type of automatic entrance, for tests performed by a qualified testing agency.
- D. Field quality-control reports.
- E. Sample Warranties: For manufacturer's special warranties.

#### 1.8 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For automatic entrances, safety devices, and control systems to include in operation and maintenance manuals.

#### 1.9 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer with Company Certificate issued by AAADM indicating that manufacturer has a Certified Inspector on staff.
- B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation and maintenance of units required for this Project and who employs a Certified Inspector.
  - 1. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
- C. Certified Inspector Qualifications: Certified by AAADM.

#### 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of automatic entrances that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Faulty operation of operators, controls, and hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Finish Warranty: Manufacturer agrees to repair or replace components on which finishes fail in materials or workmanship within specified warranty period.
  - 1. Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 AUTOMATIC ENTRANCE ASSEMBLIES

- A. Source Limitations: Obtain sliding folding and swinging automatic entrances from single source from single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Power-Operated Door Standard: BHMA A156.10.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design automatic entrances.
- B. Structural Performance: Automatic entrances shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
- C. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 2 for enhanced protection.
  - 1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
  - 2. Small-Missile Test: For glazing located between 30 feet (9.1 m) and 60 feet (18.3 m) above grade.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces
- E. Operating Temperature Range: Automatic entrances shall operate within minus 20 to plus 122 deg F (minus 29 to plus 50 deg C)
- F. Air Infiltration: Maximum air leakage through fixed glazing and framing areas of [1.25 cfm/sq. ft. (6.4 L/s x sq. m)] 0.40 cfm/sq.ft of fixed entrance-system area when tested according to ASTM E283 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft. (75 Pa)] [6.24 lbf/sq. ft. (300 Pa).
- G. Opening Force:
  - 1. Power-Operated Doors: Not more than 50 lbf (222 N) required to manually set door in motion if power fails, and not more than 15 lbf (67 N) required to open door to minimum required width.
  - 2. Breakaway Device for Power-Operated Doors: Not more than 50 lbf (222 N) required for a breakaway door or panel to open.

- H. Entrapment-Prevention Force:
  - 1. Power-Operated Sliding Doors: Not more than 30 lbf (133 N) required to prevent stopped door from closing.

## 2.3 SLIDING AUTOMATIC ENTRANCES

- A. General: Provide manufacturer's standard automatic entrances, including doors, sidelites, framing, headers, carrier assemblies, roller tracks, door operators, controls, and accessories required for a complete installation.
- B. Sliding Automatic Entrance:
  - 1. Biparting Sliding Units:
  - 2. Configuration: Biparting-sliding doors with two sliding leaves, transom, and sidelites on each side.
    - a. Traffic Pattern: Two way.
    - b. Emergency Breakaway Capability: Sliding leaves only.
    - c. Mounting: Between jambs
  - 3. Operator Features:
    - a. Power opening and closing.
    - b. Drive System belt.
    - c. Adjustable opening and closing speeds.
    - d. Adjustable hold-open time between zero and 30 seconds.
    - e. Obstruction recycle.
    - f. On-off/hold-open switch to control electric power to operator, key operated.
  - 4. Sliding-Door Carrier Assemblies and Overhead Roller Tracks: Carrier assembly that allows vertical adjustment; consisting of nylon- or delrin-covered, ball-bearing-center steel wheels operating on a continuous roller track, or ball-bearing-center steel wheels operating on a nylon- or delrin-covered, continuous roller track. Support doors from carrier assembly by cantilever and pivot assembly.
    - a. Rollers: Minimum of two ball-bearing roller wheels and two antirise rollers for each active leaf.
  - 5. Sliding-Door Threshold: Threshold members and bottom-guide-track system with stainless-steel, ball-bearing-center roller wheels.
    - a. Configuration: Saddle-type threshold across door opening and surface guide-track system at sidelites.
  - 6. Controls: Activation and safety devices according to BHMA standards.
    - a. Activation Device: Motion sensor mounted on each side of door header to detect pedestrians in activating zone and to open door.
    - b. Safety Device: Two photoelectric beams mounted in sidelite jambs on each side of door to detect pedestrians in presence zone and to prevent door from closing.
    - c. Safety Device: Presence sensor mounted to underside of door header and two photoelectric beams mounted in sidelite jambs on one side of the door to detect pedestrians in presence zone and to prevent door from closing.
    - d. Safety Device: Presence sensor mounted on each side of door header and two photoelectric beams mounted in sidelite jambs on one side of the door to detect pedestrians in presence zone and to prevent door from closing.
    - e. Safety Device: Control mat(s) installed on egress side of door to detect pedestrians in presence and safety zones and to prevent door from closing.

- f. Sidelite Safety Device: Presence sensor, mounted above each sidelite on side of door opening through which doors travel, to detect obstructions and to prevent door from opening.
  - g. Opening-Width Control: Two-position switch that in the normal position allows sliding doors to travel to full opening width and in the alternate position reduces opening to a selected partial opening width.
- 7. Finish: Finish framing, door(s), and header with Class I, clear anodic.
  - a. Color: Dark bronze.
- 8. Metal Cladding and Finish: Clad framing, door(s), and header with metal sheet in finish matching finish framing.
  - a. Color: Dark bronze.

## 2.4 ENTRANCE COMPONENTS

- A. Framing Members: Extruded aluminum, minimum 0.125 inch (3.2 mm) thick and reinforced as required to support imposed loads.
  - 1. Nominal Size: 1-3/4 by 4 inches (45 by 115 mm) 1-3/4 by 6 inches (45 by 150 mm).
  - 2. Extruded Glazing Stops and Applied Trim: Minimum 0.062-inch (1.6-mm) wall thickness.
- B. Stile and Rail Doors: 1-3/4-inch- (45-mm-) thick, glazed doors with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular stile and rail members. Mechanically fasten corners with reinforcing brackets that are welded, or incorporate concealed tie-rods that span full length of top and bottom rails.
  - 1. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
  - 2. Stile Design: [As indicated on Drawings]
  - 3. Rail Design: [As indicated on.]
  - 4. Muntin Bars: Horizontal tubular rail member for each door; match stile design and finish.
- C. Sidelites and Transom: 1-3/4-inch- (45-mm-) deep sidelites and transom with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular stile and rail members matching door design.
  - 1. Glazing Stops and Gaskets: Same materials and design as for stile and rail door.
  - 2. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
  - 3. Muntin Bars: Horizontal tubular rail members for each sidelite; match stile design.
- D. Headers: Fabricated from minimum 0.125-inch- (3.2-mm-) thick extruded aluminum and extending full width of automatic entrance units to conceal door operators and controls. Provide hinged or removable access panels for service and adjustment of door operators and controls. Secure panels to prevent unauthorized access.
  - 1. Mounting: Surface mounted.
  - 2. Capacity: Capable of supporting doors of up to 175 lb (79 kg) per leaf over spans of up to 14 feet (4.3 m) intermediate supports.
    - a. Provide sag rods for spans exceeding 14 feet (4.3 m).
- E. Brackets and Reinforcements: High-strength aluminum with nonstaining, nonferrous shims for aligning system components.

- F. Signage: As required by cited BHMA standard.
  - 1. Application Process: Door manufacturer's standard process.
  - 2. Provide sign materials with instructions for field application after glazing is installed.

## 2.5 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  - 1. Extrusions: ASTM B221 (ASTM B221M).
  - 2. Sheet: ASTM B209 (ASTM B209M).
- B. Steel Reinforcement: Reinforcement with corrosion-resistant primer complying with SSPC-PS Guide No. 12.00 applied immediately after surface preparation and pretreatment. Use surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
- C. Stainless-Steel Bars: ASTM A276/A276M or ASTM A666, type 316.
- D. Stainless-Steel Tubing: ASTM A554, Grade MT 316.
- E. Stainless-Steel Sheet: ASTM A240/A240M or ASTM A666, type 316, stretcher-leveled standard of flatness, in entrance manufacturer's standard thickness.
- F. Glazing: As specified in Section 088000 "Glazing."
- G. Sealants and Joint Fillers: As specified in Section 079200 "Joint Sealants."
- H. Nonmetallic, Shrinkage-Resistant Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout; complying with ASTM C1107/C1107M; of consistency suitable for application.
- I. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- J. Fasteners and Accessories: Corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

## 2.6 DOOR OPERATORS AND CONTROLS

- A. General: Provide operators and controls, which include activation and safety devices, according to BHMA standards, for condition of exposure, and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated.
- B. Door Operators: Provide door operators of size recommended by manufacturer for door size, weight, and movement.
  - 1. Door Operator Performance: Door operators shall open and close doors and maintain them in fully closed position when subjected to Project's design wind loads.
  - 2. Electromechanical Operators: Concealed, self-contained, overhead units powered by fractional-horsepower, permanent-magnet dc motor; with closing speed controlled

mechanically by gear train and dynamically by braking action of electric motor; with solid-state microprocessor controller; complying with UL 325; and with manual operation with power off.

- C. Motion Sensors: Self-contained, K-band-frequency, microwave-scanner units; fully enclosed by their plastic housings; adjustable to provide detection-field sizes and functions required by BHMA A156.10.
  - 1. Provide capability for switching between bi- and unidirectional detection.
  - 2. For one-way traffic, sensor on egress side shall not be active when doors are fully closed.
- D. Presence Sensors: Self-contained, active-infrared scanner units; adjustable to provide detection-field sizes and functions required by BHMA A156.10. Sensors shall remain active at all times.
- E. Photoelectric Beams: Pulsed infrared, sender-receiver assembly for recessed mounting. Beams shall not be active when doors are fully closed.
- F. Touchless Switch: Hands-free-activation door-control switch with flat motion sensor faceplate with contrasting-colored, engraved message.
  - 1. Configuration: 4.56-by-4.56-inch (115.8-by-115.8-mm) (double gang) square faceplate.
    - a. Mounting: Recess mounted in door jamb Surface mounted on wall.
  - 2. Faceplate Material: Stainless steel with backlight acrylic window, as selected by Architect from manufacturer's full range.
  - 3. Message: International symbol of accessibility, "Wave to Open," and wave symbol.
- G. Electrical Interlocks: Unless units are equipped with self-protecting devices or circuits, provide electrical interlocks to prevent activation of operator when door is locked, latched, or bolted.

## 2.7 HARDWARE

- A. General: Provide units in sizes and types recommended by automatic entrance and hardware manufacturers for entrances and uses indicated. Finish exposed parts to match door finish unless otherwise indicated.
- B. Breakaway Device for Power-Operated Doors: Device that allows door to swing out in direction of egress to full 90 degrees from any operating position. Maximum force to open door shall be as stipulated in "Performance Requirements" Article. Interrupt powered operation of door operator while in breakaway mode.
  - 1. Include one adjustable detent device mounted at the top of each breakaway panel to control breakaway force.
    - a. Panel Closer: Factory-installed concealed hydraulic door closer.
    - b. Limit Arms: Limit swing to 90 degrees, spring loaded with adjustable friction damping.
- C. Automatic Locking: Electrically controlled device mounted in header that automatically locks sliding door in closed position, preventing door panels from sliding manually. Provide fail- safe operation if power fails.
  - 1. Power Interruption: Lock shall be engaged, preventing doors from sliding manually.
  - 2. Power Interruption: Lock shall be disengaged, allowing doors to slide manually.



3. Means of Egress: Standard breakaway feature.
- D. Access-Control Locking: Electrically controlled device mounted in header that automatically locks sliding door in closed position, preventing door panels from sliding manually. Provide fail-secure safe operation if power fails.
  1. Include concealed, vertical-rod, tamper-proof exit devices, complying with UL 305, with latching into threshold and overhead carrier assembly and released by [full-width panic bar] [push paddle], [surface mounted] [recessed] [flush mounted and concealed within horizontal muntin bar], prohibiting manual breakout of door(s) from exterior.
  2. Power Interruption: Lock shall be engaged, preventing doors from sliding manually.
  3. Power Interruption: Lock shall be disengaged, allowing doors to slide manually.
  4. Means of Egress: Vertical rod exit device.
  5. Include locking devices for sidelites to prevent manual breakout.
- E. Uninterrupted Power Supply: UL 1778, fully integrated unit mounted within header.
  1. Power Interruption: Supply power to operator, controls, activation device, and safety systems of sliding automatic door for up to 1.5 hours of normal operation.
  2. Include low-battery shutdown feature to safely open or close door prior to complete battery discharge.
  3. Include audible battery replacement alarm to indicate that battery will no longer accept a charge and replacement is required.
- F. Weather Stripping: Replaceable components.
  1. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.

## 2.8 FABRICATION

- A. General: Factory fabricate automatic entrance components to designs, sizes, and thicknesses indicated and to comply with indicated standards.
  1. Form aluminum shapes before finishing.
  2. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
  3. Use concealed fasteners to greatest extent possible. Where exposed fasteners are required, use countersunk Phillips flat-head machine screws, finished to match framing.
    - a. Where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration, use self-locking devices.
    - b. Reinforce members as required to receive fastener threads.
  4. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
- B. Framing: Provide automatic entrances as prefabricated assemblies. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to Project site.
  1. Fabricate tubular and channel frame assemblies with welded or mechanical joints. Provide subframes and reinforcement as required for a complete system to support required loads.

2. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
  3. Form profiles that are sharp, straight, and free of defects or deformations.
  4. Provide components with concealed fasteners and anchor and connection devices.
  5. Fabricate components with accurately fitted joints, with ends coped or mitered to produce hairline joints free of burrs and distortion.
  6. Fabricate exterior components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior. Provide anchorage and alignment brackets for concealed support of assembly from building structure.
  7. Allow for thermal expansion of exterior units.
- C. Doors: Factory fabricated and assembled in profiles indicated. Reinforce as required to support imposed loads and for installing hardware.
- D. Metal Cladding: Factory-fabricated and -installed metal cladding, completely covering all visible surfaces as part of prefabricated entrance assembly before shipment to Project site.
1. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
  2. Form profiles that are sharp, straight, and free of defects or deformations.
  3. Provide components with concealed fasteners and anchor and connection devices.
  4. Fabricate components with accurately fitted joints, with ends coped or mitered to produce hairline joints free of burrs and distortion.
  5. Fabricate exterior components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior. Allow for thermal expansion at exterior entrances.
- E. Door Operators: Factory fabricated and installed in headers, including adjusting and testing.
- F. Glazing: Fabricate framing with minimum glazing edge clearances for thickness and type of glazing indicated, according to GANA's "Glazing Manual."
- G. Hardware: Factory install hardware to greatest extent possible; remove only as required for final finishing operation and for delivery to and installation at Project site. Cut, drill, and tap for factory-installed hardware before applying finishes.
1. Provide sliding-type weather stripping, mortised into door, at perimeter of doors and breakaway sidelites.
- H. Controls:
1. General: Factory install activation and safety devices in doors and headers as required by BHMA A156.10 for type of door and direction of travel.
  2. Install photoelectric beams in vertical jambs of sidelites, with dimension above finished floor as follows:
    - a. Top Beam: 48 inches (1219 mm).
    - b. Bottom Beam: 24 inches (610 mm).

## 2.9 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.10 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, header support, and other conditions affecting performance of automatic entrances.
- B. Examine roughing-in for electrical systems to verify actual locations of power connections before automatic entrance installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION

- A. General: Install automatic entrances according to manufacturer's written instructions and cited BHMA A156.10 for direction of pedestrian travel, including signage, controls, wiring, and connection to the building's power supply.
  - 1. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure nonmovement joints. Seal joints watertight.
  - 2. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
  - 3. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous coating.
- B. Entrances: Install automatic entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
  - 1. Install surface-mounted hardware using concealed fasteners to greatest extent possible.
  - 2. Set headers, carrier assemblies, tracks, operating brackets, and guides level and true to location with anchorage for permanent support.

3. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior.
  4. Level recesses for recessed thresholds using nonshrink grout.
- C. Door Operators: Connect door operators to electrical power distribution system.
- D. Controls: Install and adjust activation and safety devices according to manufacturer's written instructions and cited BHMA standard for direction of pedestrian travel. Connect control wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- E. Guide Rails: Install rails according to BHMA A156.10, including Appendix A, and manufacturer's written instructions unless otherwise indicated.
- F. Glazing: Install glazing as specified in Section 088000 "Glazing."
- G. Sealants: Comply with requirements specified in Section 079200 "Joint Sealants" to provide weathertight installation.
1. Set thresholds, bottom-guide-track system, framing members and flashings in full sealant bed.
  2. Seal perimeter of framing members with sealant.
- H. Signage: Apply signage on both sides of each door and breakaway sidelite, as required by cited BHMA standard for direction of pedestrian travel.
- I. Wiring within Automatic Entrance Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's written limitations on bending radii. Provide and use lacing bars and distribution spools.

### 3.3 FIELD QUALITY CONTROL

- A. Certified Inspector: Engage a Certified Inspector to test and inspect components, assemblies, and installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
1. Test and inspect each automatic entrance, using AAADM inspection forms, to determine compliance of installed systems with applicable BHMA standards.
- C. Automatic entrances will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

### 3.4 ADJUSTING

- A. Adjust hardware, moving parts, door operators, and controls to function smoothly, and lubricate as recommended by manufacturer; comply with requirements of applicable BHMA standards.

1. Adjust exterior doors for tight closure.
- B. Readjust door operators and controls after repeated operation of completed installation equivalent to three days' use by normal traffic (100 to 300 cycles).
- C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

### 3.5 CLEANING

- A. Clean glass and metal surfaces promptly after installation. Remove excess glazing and sealant compounds, dirt, and other substances. Repair damaged finish to match original finish.
  1. Comply with requirements in Section 088000 "Glazing" for cleaning and maintaining glass.

### 3.6 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of automatic entrance Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper automatic entrance operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  1. Engage a Certified Inspector to perform safety inspection after each adjustment or repair and at end of maintenance period. Furnish completed inspection reports to Owner.
  2. Perform maintenance, including emergency callback service, during normal working hours.
  3. Include 24-hour-per-day, 7-day-per-week emergency callback service.

### 3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain automatic entrances.

END OF SECTION 084229.23

## SECTION 084229.33 - SWINGING AUTOMATIC ENTRANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Exterior, swinging, power-operated automatic entrances.
- B. Related Requirements:
  - 1. Section 087113 "Automatic Door Operators" for automatic door operators furnished separately from doors and frames.

#### 1.3 DEFINITIONS

- A. AAADM: American Association of Automatic Door Manufacturers.
- B. Activation Device: A control that, when actuated, sends an electrical signal to the door operator to open the door.
- C. Double-Egress Doors: A pair of doors that simultaneously swing with the two doors moving in opposite directions, with no mullion between them.
- D. Double-Swing Doors: A pair of doors that swing with the two doors moving in opposite directions, with a mullion between them; each door functioning as a single-swing door.
- E. IBC: International Building Code.
- F. Safety Device: A control that, to avoid injury, prevents a door from opening or closing.
- G. For automatic door terminology, refer to [BHMA A156.10] [and] [BHMA A156.19] for definitions of terms.

#### 1.4 COORDINATION

- A. Templates: Distribute for doors, frames, and other work specified to be factory prepared for installing automatic entrances.

- B. Coordinate hardware with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish. Coordinate hardware for automatic entrances with hardware required for rest of Project.
- C. Electrical System Roughing-in: Coordinate layout and installation of automatic entrances with connections to power supplies and access-control system and remote activation devices and remote monitoring systems; if required.
- D. System Integration: Integrate sliding automatic entrances with other systems as required for a complete working installation.

#### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for automatic entrances.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For swinging automatic entrances.
  - 1. Include plans, elevations, sections, hardware mounting heights, and attachment details.
  - 2. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
  - 4. Indicate locations of activation and safety devices.
  - 5. Include hardware schedule and indicate hardware types, functions, quantities, and locations.
- C. Samples for Initial Selection: For units with factory-applied color and metal-clad finishes.
  - 1. Include Samples of hardware and accessories involving color or finish selection.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Delegated-Design Submittal: For automatic entrances.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer manufacturer.
- B. Product Certificates: For each type of automatic entrance. Include emergency-exit features of automatic entrances serving as a required means of egress.

- C. Product Test Reports: For each type of automatic entrance, for tests performed by a qualified testing agency.
- D. Field quality-control reports.
- E. Sample Warranties: For manufacturer's special warranties.

#### 1.8 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For automatic entrances, safety devices, and control systems to include in operation and maintenance manuals.

#### 1.9 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer with Company Certificate issued by AAADM indicating that manufacturer has a Certified Inspector on staff.
- B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation and maintenance of units required for this Project and who employs a Certified Inspector.
  - 1. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.

#### 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of automatic entrances that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Faulty operation of operators, controls, and hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Finish Warranty: Manufacturer agrees to repair or replace components on which finishes fail in materials or workmanship within specified warranty period.
  - 1. Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Warranty Period: Five years from date of Substantial completion.



## PART 2 - PRODUCTS

### 2.1 AUTOMATIC ENTRANCE ASSEMBLIES

- A. Source Limitations: Obtain swinging folding and sliding automatic entrances from single source from single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Power-Operated Door Standard: BHMA A156.10.
- D. Power-Assist and Low-Energy Door Standard: BHMA A156.19.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design automatic entrances.
- B. Structural Performance: Automatic entrances shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7
- C. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 2 for enhanced protection.
  - 1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
  - 2. Small-Missile Test: For glazing located between 30 feet (9.1 m) and 60 feet (18.3 m) above grade.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- E. Operating Temperature Range: Automatic entrances shall operate within minus 20 to plus 122 deg F (minus 29 to plus 50 deg C)
- F. Air Infiltration: Maximum air leakage through fixed glazing and framing areas of [1.25 cfm/sq. ft. (6.4 L/s x sq. m) 0.40 cfm/sq.ft. of fixed entrance-system area when tested according to ASTM E283 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft. (75 Pa) 6.24 lbf/sq. ft. (300 Pa).
- G. Opening Force:
  - 1. Power-Operated Doors: Not more than 50 lbf (222 N) required to manually set door in motion if power fails, and not more than 15 lbf (67 N) required to open door to minimum required width.

2. Power-Operated Swinging Doors: Not more than 30 lbf (133 N) required to manually open door if power fails.
3. Breakaway Device for Power-Operated Doors: Not more than 50 lbf (222 N) required for a breakaway door or panel to open.
4. Power-Assist and Low-Energy Doors: Not more than 15 lbf (67 N) required to release a latch if provided, not more than 30 lbf (133 N) required to manually set door in motion, and not more than 15 lbf (67 N) required to fully open door if power fails.
5. Accessible, Power-Assist Interior Doors: Not more than 5 lbf (22 N) to push or pull door to fully open position.

H. Entrapment-Prevention Force:

1. Power-Operated Swinging Doors: Not more than 40 lbf (178 N) required to prevent stopped door in the last 10 degrees of opening from moving in the direction of opening; not more than 30 lbf (133 N) required to prevent stopped door from moving in direction of closing.
2. Low-Energy Doors: Not more than 15 lbf (67 N) required to prevent stopped door from closing or opening.

## 2.3 SWINGING AUTOMATIC ENTRANCES

- A. General: Provide manufacturer's standard automatic entrances, including doors, framing, headers, door operators, controls, and accessories required for a complete installation.
- B. Swinging, Power-Operated Automatic Entrance:
1. Configuration: Pair of swinging doors.
    - a. Traffic Pattern: Two way.
    - b. Mounting: Between jambs.
  2. Operator Features:
    - a. Power opening and power-assist spring closing.
    - b. Adjustable opening and closing speeds.
    - c. Adjustable hold-open time between zero and 30 seconds.
    - d. Adjustable backcheck and latching.
    - e. Obstruction recycle.
    - f. Automatic door re-open if stopped while closing.
    - g. On-off/hold-open switch to control electric power to operator[, key operated].
  3. Controls: Activation and safety devices according to BHMA standards.
    - a. Activation Device: Motion sensor mounted on ingress side of door header to detect pedestrians in activating zone and to open door.
    - b. Activation Device: Control mat installed on ingress side of door to detect pedestrians in activating zone and to open door.
    - c. Activation Device: Touchless switch to activate door operator.
    - d. Safety Device: Presence sensor mounted on door header to detect pedestrians in presence zone and to prevent door from closing.
    - e. Safety Device: One photoelectric beam mounted in guide rails to detect pedestrians in presence zone and to prevent door from closing.
    - f. Safety Device: Control mat(s) installed on egress side of door to detect pedestrians in presence and safety zones and to prevent door from closing.

4. Finish: Finish framing, door(s), and header with Class I, clear anodic.
  - a. Color: Dark bronze.
5. Metal Cladding and Finish: Clad framing, door(s), and header with metal sheet in finish matching finish framing.
  - a. Color: Dark bronze.

## 2.4 ENTRANCE COMPONENTS

- A. Framing Members: Extruded aluminum, minimum 0.125 inch (3.2 mm) thick and reinforced as required to support imposed loads.
  1. Nominal Size: 1-3/4 by 4 inches (45 by 115 mm)] [1-3/4 by 6 inches (45 by 150 mm)] .
  2. Extruded Glazing Stops and Applied Trim: Minimum 0.062-inch (1.6-mm) wall thickness.
- B. Stile and Rail Doors: 1-3/4-inch- (45-mm-) thick, glazed doors with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular stile and rail members. Mechanically fasten corners with reinforcing brackets that are welded, or incorporate concealed tie-rods that span full length of top and bottom rails.
  1. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
  2. Stile Design: As indicated on Drawings.
  3. Rail Design: As indicated on Drawings.
  4. Muntin Bars: Horizontal tubular rail member for each door; match stile design and finish.
- C. Sidelite(s) and Transom: 1-3/4-inch- (45-mm-) deep sidelite(s) and transom with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular stile and rail members matching door design.
  1. Glazing Stops and Gaskets: Same materials and design as for stile and rail door.
  2. Muntin Bars: Horizontal tubular rail members for each sidelite; match stile design.
- D. Headers: Fabricated from minimum 0.125-inch- (3.2-mm-) thick extruded aluminum and extending full width of automatic entrance units to conceal door operators and controls. Provide hinged or removable access panels for service and adjustment of door operators and controls. Secure panels to prevent unauthorized access.
  1. Mounting: Surface mounted.
- E. Brackets and Reinforcements: High-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- F. Signage: As required by cited BHMA standard.
  1. Application Process: Door manufacturer's standard process.
  2. Provide sign materials with instructions for field application after glazing is installed.

## 2.5 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

1. Extrusions: ASTM B221 (ASTM B221M).
  2. Sheet: ASTM B209 (ASTM B209M).
- B. Steel Reinforcement: Reinforcement with corrosion-resistant primer complying with SSPC-PS Guide No. 12.00 applied immediately after surface preparation and pretreatment. Use surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
- C. Stainless-Steel Bars: ASTM A276/A276M or ASTM A666, type 316.
- D. Stainless-Steel Tubing: ASTM A554, MT 316.
- E. Stainless-Steel Sheet: ASTM A240/A240M or ASTM A666, type 316, stretcher-leveled standard of flatness, in entrance manufacturer's standard thickness.
- F. Glazing: As specified in Section 088000 "Glazing.
- G. Sealants and Joint Fillers: As specified in Section 079200 "Joint Sealants."
- H. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- I. Fasteners and Accessories: Corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

## 2.6 DOOR OPERATORS AND CONTROLS

- A. General: Provide operators and controls, which include activation and safety devices, according to BHMA standards, for condition of exposure, and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated.
- B. Door Operators: Provide door operators of size recommended by manufacturer for door size, weight, and movement.
1. Door Operator Performance: Door operators shall open and close doors and maintain them in fully closed position when subjected to Project's design wind loads.
  2. Electromechanical Operators: Concealed, self-contained, overhead units powered by fractional-horsepower, permanent-magnet dc motor; with closing speed controlled mechanically by gear train and dynamically by braking action of electric motor; with solid-state microprocessor controller; complying with UL 325; and with manual operation with power off.
- C. Motion Sensors: Self-contained, K-band-frequency, microwave-scanner units; fully enclosed by their plastic housings; adjustable to provide detection-field sizes and functions required by BHMA A156.10.
1. Provide capability for switching between bi- and unidirectional detection.
  2. For one-way traffic, sensor on egress side shall not be active when doors are fully closed.
- D. Presence Sensors: Self-contained, active-infrared scanner units; adjustable to provide detection-field sizes and functions required by BHMA A156.10. Sensors shall remain active at all times.

- E. Photoelectric Beams: Pulsed infrared, sender-receiver assembly for recessed mounting. Beams shall not be active when doors are fully closed.
- F. Touchless Switch: Hands-free-activation door-control switch with flat motion sensor faceplate with contrasting-colored, engraved message.
  - 1. Configuration: 4.56-by-4.56-inch (115.8-by-115.8-mm) (double gang) square faceplate.
    - a. Mounting: Recess mounted in door jamb.
  - 2. Faceplate Material: Stainless steel with backlight acrylic window, as selected by Architect from manufacturer's full range.
  - 3. Message: International symbol of accessibility, "Wave to Open," and wave symbol.
- G. Electrical Interlocks: Unless units are equipped with self-protecting devices or circuits, provide electrical interlocks to prevent activation of operator when door is locked, latched, or bolted.

## 2.7 HARDWARE

- A. General: Provide units in sizes and types recommended by automatic entrance and hardware manufacturers for entrances and uses indicated. Finish exposed parts to match door finish unless otherwise indicated.
- B. Manual Opening for Power-Operated Swinging Doors: Provide hardware that, in a power failure, allows door to open with a manual force stipulated in "Performance Requirements" Article.
- C. Breakaway Device for Power-Operated Doors: Device that allows door to swing out in direction of egress to full 90 degrees from any operating position. Maximum force to open door shall be as stipulated in "Performance Requirements" Article. Interrupt powered operation of door operator while in breakaway mode.
  - 1. Include one adjustable detent device mounted at the top of each breakaway panel.
    - a. Panel Closer: Factory-installed concealed hydraulic door closer.
    - b. Limit Arms: Limit swing to 90 degrees, spring loaded with adjustable friction damping.
- D. Manual Opening for Power-Assist and Low-Energy Doors: Provide hardware that, in a power failure, allows door to open with a manual force as stipulated in "Performance Requirements" Article.
- E. Hinges:
  - 1. Center-Pivot Sets: BHMA A156.4, Grade 1, with exposed parts of cast-aluminum alloy.
  - 2. Offset Pivots: BHMA A156.4, Grade 1, with exposed parts of cast-aluminum alloy.
  - 3. Butt Hinges: BHMA A156.1, Grade 1, five-knuckle, 4-1/2-by-4-inch (114-by-102-mm) ball-bearing butts.
    - a. Provide nonremovable pins at hinges exposed on outside of door.
    - b. Provide nonferrous hinges for doors exposed to weather.
    - c. Provide three hinges at each leaf for doors up to 36 inches (914 mm) wide and 80 inches (2032 mm) tall; provide four hinges at each leaf for wider or taller doors.
  - 4. Continuous-Geared Hinges: BHMA A156.26, Grade 1.

- F. Push Bars: Manufacturer's standard surface-mounted, aluminum push bars.
- G. Pull Handles: Manufacturer's standard aluminum pull handles.
- H. Thresholds: BHMA A156.21, extruded-aluminum raised thresholds; with beveled edges with a slope of not more than 1:2 and a maximum height of 1/2 inch (13 mm). Provide cutouts as required for door operating hardware.
- I. Weather Stripping: Replaceable components.
  - 1. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.
  - 2. Compression Type: Made of ASTM D2000 molded neoprene or ASTM D2287 molded PVC.
  - 3. Weather Sweeps: Nylon brush sweep mounted to underside of door bottom.
- J. Finger Guards: Collapsible neoprene or PVC gasket.

## 2.8 FABRICATION

- A. General: Factory fabricate automatic entrance components to designs, sizes, and thicknesses indicated and to comply with indicated standards.
  - 1. Form aluminum shapes before finishing.
  - 2. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
  - 3. Use concealed fasteners to greatest extent possible. Where exposed fasteners are required, use countersunk Phillips flat-head machine screws, finished to match framing.
    - a. Where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration, use self-locking devices.
    - b. Reinforce members as required to receive fastener threads.
  - 4. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
- B. Framing: Provide automatic entrances as prefabricated assemblies. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to Project site.
  - 1. Fabricate tubular and channel frame assemblies with welded or mechanical joints. Provide subframes and reinforcement as required for a complete system to support required loads.
  - 2. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
  - 3. Form profiles that are sharp, straight, and free of defects or deformations.
  - 4. Provide components with concealed fasteners and anchor and connection devices.
  - 5. Fabricate components with accurately fitted joints, with ends coped or mitered to produce hairline joints free of burrs and distortion.
  - 6. Fabricate exterior components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior. Provide

- anchorage and alignment brackets for concealed support of assembly from building structure.
- 7. Allow for thermal expansion of exterior units.
- C. Doors: Factory fabricated and assembled in profiles indicated. Reinforce as required to support imposed loads and for installing hardware.
- D. Metal Cladding: Factory-fabricated and -installed metal cladding, completely covering all visible surfaces as part of prefabricated entrance assembly before shipment to Project site.
  - 1. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
  - 2. Form profiles that are sharp, straight, and free of defects or deformations.
  - 3. Provide components with concealed fasteners and anchor and connection devices.
  - 4. Fabricate components with accurately fitted joints, with ends coped or mitered to produce hairline joints free of burrs and distortion.
  - 5. Fabricate exterior components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior.
  - 6. Allow for thermal expansion at exterior entrances.
- E. Door Operators: Factory fabricated and installed in headers, including adjusting and testing.
- F. Glazing: Fabricate framing with minimum glazing edge clearances for thickness and type of glazing indicated, according to GANA's "Glazing Manual."
- G. Hardware: Factory install hardware to greatest extent possible; remove only as required for final finishing operation and for delivery to and installation at Project site. Cut, drill, and tap for factory-installed hardware before applying finishes.
  - 1. Provide sliding-type weather stripping, mortised into door, at perimeter of doors and breakaway sidelites.
  - 2. Provide compression-type weather stripping at fixed stops of exterior doors. At locations without fixed stops, provide sliding-type weather stripping retained in adjustable strip mortised into door edge.
  - 3. Provide weather sweeps mounted to underside of door bottoms of exterior doors.
  - 4. Provide finger guards at each swinging-door leaf that has clearance at hinge side greater than 1/4 inch (6 mm) and less than 3/4 inch (19 mm) with door in any position. Anchor guards to hinge-jamb frame.
- H. Controls:
  - 1. General: Factory install activation and safety devices in doors and headers as required by BHMA A156.10 for type of door and direction of travel.
  - 2. Install photoelectric beams in sides of guide rails, with dimension above finished floor not less than 24 inches (610 mm).

## 2.9 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

- B. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.10 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, header support, and other conditions affecting performance of automatic entrances.
- B. Examine roughing-in for electrical systems to verify actual locations of power connections before automatic entrance installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install automatic entrances according to manufacturer's written instructions and cited BHMA A156.10 for direction of pedestrian travel, including signage, controls, wiring, and connection to the building's power supply.
  - 1. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure nonmovement joints. Seal joints watertight.
  - 2. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
  - 3. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous coating.
- B. Entrances: Install automatic entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
  - 1. Install surface-mounted hardware using concealed fasteners to greatest extent possible.
  - 2. Set headers, operating brackets, and guides level and true to location with anchorage for permanent support.
  - 3. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior.
  - 4. Provide thresholds at exterior doors and where indicated.



- C. Door Operators: Connect door operators to electrical power distribution system.
- D. Controls: Install and adjust activation and safety devices according to manufacturer's written instructions and cited BHMA standard for direction of pedestrian travel. Connect control wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- E. Guide Rails: Install rails according to BHMA A156.10, including Appendix A, and manufacturer's written instructions unless otherwise indicated.
- F. Glazing: Install glazing as specified in Section 088000 "Glazing."
- G. Sealants: Comply with requirements specified in Section 079200 "Joint Sealants" to provide weathertight installation.
  - 1. Set thresholds, framing members, and flashings in full sealant bed.
  - 2. Seal perimeter of framing members with sealant.
- H. Signage: Apply signage on both sides of each door and breakaway sidelite, as required by cited BHMA standard for direction of pedestrian travel.
- I. Wiring within Automatic Entrance Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's written limitations on bending radii. Provide and use lacing bars and distribution spools.

### 3.3 FIELD QUALITY CONTROL

- A. Certified Inspector: Engage a Certified Inspector to test and inspect components, assemblies, and installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Test and inspect each automatic entrance, using AAADM inspection forms, to determine compliance of installed systems with applicable BHMA standards.
- C. Automatic entrances will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

### 3.4 ADJUSTING

- A. Adjust hardware, moving parts, door operators, and controls to function smoothly, and lubricate as recommended by manufacturer; comply with requirements of applicable BHMA standards.
  - 1. Adjust exterior doors for tight closure.
- B. Readjust door operators and controls after repeated operation of completed installation equivalent to three days' use by normal traffic (100 to 300 cycles).

- C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

### 3.5 CLEANING

- A. Clean glass and metal surfaces promptly after installation. Remove excess glazing and sealant compounds, dirt, and other substances. Repair damaged finish to match original finish.
  - 1. Comply with requirements in Section 088000 "Glazing for cleaning and maintaining glass.

### 3.6 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of automatic entrance Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper automatic entrance operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 1. Engage a Certified Inspector to perform safety inspection after each adjustment or repair and at end of maintenance period. Furnish completed inspection reports to Owner.
  - 2. Perform maintenance, including emergency callback service, during normal working hours.
  - 3. Include 24-hour-per-day, 7-day-per-week emergency callback service.

### 3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain automatic entrances.

END OF SECTION 084229.33

## SECTION 085113 - ALUMINUM WINDOWS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes aluminum windows for exterior locations.
- B. Related Requirements:
  - 1. Section 084113 "Aluminum-Framed Entrances and Storefronts" for coordinating finish among aluminum fenestration units.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review and discuss the finishing of aluminum windows that is required to be coordinated with the finishing of other aluminum work for color and finish matching.
  - 3. Review, discuss, and coordinate the interrelationship of aluminum windows with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
  - 4. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
  - 5. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.
- B. Shop Drawings: For aluminum windows.
  - 1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.

- C. Samples: For each exposed product and for each color specified, 2 by 4 inches (50 by 100 mm) in size.
- D. Samples for Initial Selection: For units with factory-applied finishes.
  - 1. Include Samples of hardware and accessories involving color selection.
- E. Samples for Verification: For aluminum windows and components required, showing full range of color variations for finishes, and prepared on Samples of size indicated below:
  - 1. Exposed Finishes: 2 by 4 inches (50 by 100 mm).
  - 2. Exposed Hardware: Full-size units.
- F. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and Installer.
- B. Product Test Reports: For each type of aluminum window, for tests performed by a qualified testing agency.
- C. Field quality-control reports.
- D. Sample Warranties: For manufacturer's warranties.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by test reports and calculations.
- B. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.
- C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
  - 1. Build mockup of typical wall area as shown on Drawings.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
  - a. Failure to meet performance requirements.
  - b. Structural failures including excessive deflection, water leakage, condensation, and air infiltration.
  - c. Faulty operation of movable sash and hardware.
  - d. Deterioration of materials and finishes beyond normal weathering.
  - e. Failure of insulating glass.
2. Warranty Period:
  - a. Window: 10 years from date of Substantial Completion.
  - b. Glazing Units: 10 years from date of Substantial Completion.
  - c. Aluminum Finish: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain aluminum windows from single source from single manufacturer.

### 2.2 WINDOW PERFORMANCE REQUIREMENTS

- A. Design Wind Loads
  1. The design wind pressure for the project will be per New York City Building Code.
  2. All structural components, including meeting rails, mullions and anchors shall be designed accordingly, complying with deflection and stress requirements of Paragraph 2.2
- B. Windows must be structurally designed to be supported at head and sill only. Anchoring of windows at side jambs to existing construction will not be approved.
- B. Air, Water and Structural Performance Requirements
  1. When tested in accordance with cited test procedures, windows shall meet or exceed the minimum standards of the following performance, materials, components, accessories, and fabrication criteria, as well as those indicated in AAMA/WDMA/CSA 101/I.S.2/A440 for Architectural AW Performance Class windows, Performance Grade 100 (AW100) unless otherwise noted herein.
    - a. Test units shall not be smaller in either width or height than the "Gateway Test Size" specified in AAMA/WDMA/CSA 101/I.S.2/A440 for AW Performance Class.
    - b. "Downsize" testing to meet Optional Performance Class requirements specified herein shall not be permitted.
    - c. Test units shall employ manufacturer's standard sealing, lock spacing and anchorage.
  2. Air Test Performance Requirements
    - a. Air infiltration maximum 0.1 cfm per square foot at 6.24 psf pressure differential when tested in accord with ASTM E283.
  3. Water Test Performance Requirements

- a. No uncontrolled water leakage at 15.00 psf static pressure differential, with water application rate of 5 gallons/hr/sq ft when tested in accord with both ASTM E331 and ASTM E547.
- 4. Structural Test Performance Requirements
  - a. Uniform Load Deflection Test
    - i. No deflection of any unsupported span L of test unit (framing rails, muntins, mullions, etc.) in excess of L/175 at both a positive and negative load of 100 psf (design test pressure) when tested in accord with ASTM E330.
  - b. Uniform Load Structural Test
    - i. Unit to be tested at 1.5 x design test pressure, both positive and negative, acting normal to plane of wall in accord with ASTM E330.
    - ii. No glass breakage; permanent damage to fasteners, hardware parts, or anchors; damage to make windows inoperable; or permanent deformation of any main frame or ventilator member in excess of 0.2% of its clear span.
- C. Life Cycle Testing
  - 1. When tested in accordance with AAMA 910, there is to be no damage to fasteners, hardware parts, support arms, activating mechanisms or any other damage that would cause the window to be inoperable at the conclusion of testing.
    - a. Air infiltration and water resistance tests shall meet the primary performance requirements specified after completion of cycling.
- D. Acoustic Performance Requirements
  - 1. Perform acoustical tests in accordance with ASTM E90 and ASTM E1425 on the glass type(s) specified in 08 80 00, rigidly supported in aluminum framing of the same product family.
  - 2. "Glass-only" test results shall not be acceptable
  - 3. Sound Transmission Class (STC): Rated for not less than 31 STC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E413.
  - 4. Outdoor-Indoor Transmission Class (OITC): Rated for not less than 30 OITC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E1332.
- E. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
  - 1. Window Certification: AAMA certified with label attached to each window.
- F. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
  - 1. Minimum Performance Class: CW.
  - 2. Minimum Performance Grade: 40.
- G. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.38 Btu/sq. ft. x h x deg F (2.0 W/sq. m x K).
- H. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.

- I. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 52.
- J. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 180 deg F (100 deg C) material surfaces.
- K. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 1 for basic protection.
  - 1. Small-Missile Test: For glazing located between 30 feet (9.1 m) and 60 feet (18.3 m) above grade.

## 2.3 ALUMINUM WINDOWS

- A. Manufacturers:
  - 1. Traco/Kawneer, Cranberry Township, PA.
  - 2. Pioneer Window Manufacturing Corporation, Hicksville, NY
  - 3. Graham Architectural Products Corporation, York, PA.
- B. Operating Types: Provide the following operating types in locations indicated on Drawings:
  - 1. Double hung.
- C. Frames and Sashes: Aluminum extrusions complying with AMA/WDMA/CSA 101/I.S.2/A440.
  - 1. Thermally Improved Construction: Fabricate frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact.
- D. Glass: Clear annealed glass, ASTM C1036, Type 1, Class 1, q3.
  - 1. Kind: Fully tempered where indicated on drawings.
- E. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
  - 1. Dual Glazing System:
    - a. Interior Lite: Glass.
    - b. Exterior Lite: Glass.
- F. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
  - 1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
- G. Hung Window Hardware:

1. Counterbalancing Mechanism: Complying with AAMA 902, concealed, of size and capacity to hold sash stationary at any open position.
  2. Locks and Latches: Allow unobstructed movement of the sash across adjacent sash in direction indicated and operated from the inside only.
  3. Tilt Latch: Releasing latch allows sash to pivot about horizontal axis to facilitate cleaning exterior surfaces from the interior.
- H. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- I. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

## 2.4 ACCESSORIES

- A. Column Covers: Extruded-aluminum profiles in sizes and configurations to match existing.
- B. Interior Trim: Extruded-aluminum profiles in sizes and configurations to match existing.
- C. Panning Trim: Extruded-aluminum profiles in sizes and configurations to match existing.
- D. Receptor System: Two-piece, snap-together, thermally broken, extruded-aluminum receptor system that anchors windows in place.

## 2.5 FABRICATION

- A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
- B. Glaze aluminum windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- E. Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.
- F. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.



- G. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

## 2.6 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.7 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Class I, Clear Anodic Finish: AA-M12C22A41 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.

- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

### 3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
  - 1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.
- B. Testing Services: Testing and inspecting of installed windows shall take place as follows:
  - 1. Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed according to AAMA 502.
  - 2. Air-Infiltration Testing:
    - a. Test Pressure: That required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance class indicated.
    - b. Allowable Air-Leakage Rate: 1.5 times the applicable AAMA/WDMA/CSA 101/I.S.2/A440 rate for product type and performance class rounded down to one decimal place.
  - 3. Water-Resistance Testing:
    - a. Test Pressure: Two-thirds times test pressure required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance grade indicated.
    - b. Allowable Water Infiltration: No water penetration.
  - 4. Testing Extent: Three mockup windows of each type as selected by Architect and a qualified independent testing and inspecting agency. Windows shall be tested after perimeter sealants have cured.
  - 5. Test Reports: Prepared according to AAMA 502.
- C. Windows will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

### 3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- B. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
  - 1. Keep protective films and coverings in place until final cleaning.

- C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085113

## SECTION 087100 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Mechanical door hardware for the following:
    - a. Swinging doors.
    - b. Sliding doors.
  - 2. Electrified door hardware.
- B. Related Requirements:
  - 1. Section 084229.23 "Sliding Automatic Entrances" for entrance door hardware, including cylinders.
  - 2. Section 084229.33 "Swinging Automatic Entrances" for entrance door hardware, including cylinders.
  - 3. Section 087113 "Automatic Door Operators" for low-energy power operators and low-energy power-assist operators.

#### 1.3 COORDINATION

- A. Floor-Recessed Door Hardware: Coordinate layout and installation with floor construction.
  - 1. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant. Keying system shall be compatible with existing system.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.
- E. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Conference participants shall include Installer's Architectural Hardware Consultant and Owner's security consultant.
- B. Keying Conference: Conduct conference at Project site.
  - 1. Conference participants shall include Installer's Architectural Hardware Consultant and Owner's security consultant.
  - 2. Incorporate conference decisions into keying schedule after reviewing door hardware keying system including, but not limited to, the following:
    - a. Flow of traffic and degree of security required.
    - b. Preliminary key system schematic diagram.
    - c. Requirements for key control system.
    - d. Requirements for access control.
    - e. Address for delivery of keys.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For electrified door hardware.
  - 1. Include diagrams for power, signal, and control wiring.
  - 2. Include details of interface of electrified door hardware and building safety and security systems.
- C. Samples: For each exposed product in each finish specified, in manufacturer's standard size.
  - 1. Tag Samples with full product description to coordinate Samples with door hardware schedule.
- D. Samples for Initial Selection: For each type of exposed finish.
- E. Samples for Verification: For each type of exposed product, in each finish specified.
  - 1. Sample Size: Full-size units or minimum 2-by-4-inch (51-by-102-mm) Samples for sheet and 4-inch (102-mm) long Samples for other products.
    - a. Full-size Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.
  - 2. Tag Samples with full product description to coordinate Samples with door hardware schedule.
- F. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Submittal Sequence: Submit door hardware schedule after or concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
  2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
  3. Content: Include the following information:
    - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
    - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
    - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
    - d. Description of electrified door hardware sequences of operation and interfaces with other building control systems.
    - e. Fastenings and other installation information.
    - f. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
    - g. Mounting locations for door hardware.
    - h. List of related door devices specified in other Sections for each door and frame.
- G. Keying Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Architectural Hardware Consultant.
- B. Product Certificates: For each type of electrified door hardware.
  1. Certify that door hardware for use on each type and size of labeled fire-rated doors complies with listed fire-rated door assemblies.
- C. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Field quality-control reports.
- E. Sample Warranty: For special warranty.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- B. Schedules: Final door hardware and keying schedule.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
  - 1. Warehousing Facilities: In Project's vicinity.
  - 2. Scheduling Responsibility: Preparation of door hardware and keying schedule.
  - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as an Architectural Openings Consultant (AOC).

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- D. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including excessive deflection, cracking, or breakage.
    - b. Faulty operation of doors and door hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - 2. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:

- a. Electromagnetic and Delayed-Egress Locks: Five years from date of Substantial Completion.
- b. Exit Devices: Two years from date of Substantial Completion.
- c. Manual Closers: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of door hardware from single manufacturer.
  1. Provide electrified door hardware from same manufacturer as mechanical door hardware unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- D. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the DOJ's "2010 ADA Standards for Accessible Design", ICC A117.1.
  1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
  2. Comply with the following maximum opening-force requirements:
    - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
    - b. Sliding or Folding Doors: 5 lbf (22.2 N) applied parallel to door at latch.
    - c. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
  3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.
  4. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.
  5. Adjust spring hinges so that, from an open position of 70 degrees, the door will take at least 1.5 seconds to move to the closed position.



## 2.3 SCHEDULED DOOR HARDWARE

- A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule:

1. Hardware Set No. 01: Hardware required for each pair of doors at the following location:
  - a. Aluminum and Glass Exterior Doors - manually operated.

continuous hinges (each leaf)  
1 offset door pull (each leaf)  
1 exit device with exposed top and bottom rods and cylinder dogging (each leaf)  
1 interchangeable lockset core (each leaf)  
1 door closer (each leaf)  
1 set of weather seals at jamb, head and sill  
1 set of bottom sweeps  
1 aluminum saddle

2. Hardware Set No. 02: Hardware required for each pair of doors at the following location:
  - a. Aluminum and Glass Exterior Doors - electrically operated for handicapped access

continuous hinges (each leaf)  
1 offset door pull (each leaf)  
1 exit device with exposed top and bottom rods and cylinder dogging (each leaf)  
1 electric door opener/ closer hard wired to electric push buttons (one leaf)  
2 heavy duty remote electric push buttons (1 each at pull side and push side)  
1 interchangeable lockset core (each leaf)  
1 door closer (at non-electrically operated leaf)  
1 set of weather seals at jamb, head and sill  
1 set of bottom sweeps  
1 aluminum saddle

## 2.4 HINGES

- A. Hinges: BHMA A156.1.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Allegion plc.
  - b. Baldwin Hardware Corporation.
  - c. Bommer Industries, Inc.
  - d. Cal-Royal Products, Inc.
  - e. Design Hardware.
  - f. Don-Jo Mfg., Inc.
  - g. Hager Companies.
  - h. Lawrence Hardware Inc.
  - i. McKinney Products Company; an ASSA ABLOY Group company.
  - j. PBB, Inc.
  - k. Stanley Commercial Hardware; a division of Stanley Security Solutions.

1. Approved Equal.

## 2.5 AUXILIARY LOCKS

- A. Mortise Auxiliary Locks: BHMA A156.36; Grade 1; with strike that suits frame.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Accurate Lock & Hardware Co.
    - b. Adams Rite Manufacturing Co; an ASSA ABLOY Group company.
    - c. Allegion plc.
    - d. Arrow USA; an ASSA ABLOY Group company.
    - e. Best Access Systems; Stanley Security Solutions, Inc.
    - f. Brink, R. R. Locking Systems, Inc.
    - g. Cal-Royal Products, Inc.
    - h. Hager Companies.
    - i. SARGENT Manufacturing Company; ASSA ABLOY.
    - j. Stanley Commercial Hardware; a division of Stanley Security Solutions.
    - k. Yale Security Inc; an ASSA ABLOY Group company.
    - l. Approved Equal.

## 2.6 EXIT LOCKS AND EXIT ALARMS

- A. Exit Locks and Alarms: BHMA A156.29, Grade 1.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Arrow USA; an ASSA ABLOY Group company.
    - b. Detex Corporation.
    - c. Precision Hardware, Inc.; a Stanley company.
    - d. SARGENT Manufacturing Company; ASSA ABLOY.
    - e. Approved Equal.

## 2.7 EXIT DEVICES AND AUXILIARY ITEMS

- A. Exit Devices and Auxiliary Items: BHMA A156.3.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide DORMA Americas; Dorma 9000 Series or comparable product by one of the following:
    - a. Adams Rite Manufacturing Co; an ASSA ABLOY Group company.
    - b. Allegion plc.
    - c. Arrow USA; an ASSA ABLOY Group company.
    - d. Cal-Royal Products, Inc.
    - e. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
    - f. Design Hardware.
    - g. Detex Corporation.
    - h. Door Controls International, Inc.
    - i. Hager Companies.
    - j. Lawrence Hardware Inc.

- k. PDQ Manufacturing.
- l. Precision Hardware, Inc.; a Stanley company.
- m. Rutherford Controls Int'l. Corp.
- n. SARGENT Manufacturing Company; ASSA ABLOY.
- o. Stanley Commercial Hardware; a division of Stanley Security Solutions.
- p. Yale Security Inc; an ASSA ABLOY Group company.
- q. Approved Equal.

## 2.8 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver. Provide cylinder from same manufacturer of locking devices.
- B. Standard Lock Cylinders: BHMA A156.5; [Grade 1] [Grade 1A] [Grade 2] permanent cores; face finished to match lockset.
  - 1. Core Type: Interchangeable.
- C. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.

## 2.9 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock. Incorporate decisions made in keying conference.
  - 1. Existing System:
    - a. Master key or grand master key locks to Owner's existing system.
    - b. Re-key Owner's existing master key system into new keying system.
  - 2. Keyed Alike: Key all cylinders to same change key.
- B. Keys: Brass.

## 2.10 ACCESSORIES FOR PAIRS OF DOORS

- A. Coordinators: BHMA A156.3; consisting of active-leaf, hold-open lever and inactive-leaf release trigger; fabricated from steel with nylon-coated strike plates; with built-in, adjustable safety release; and with internal override.
- B. Carry-Open Bars: BHMA A156.3; prevent the inactive leaf from opening before the active leaf; provide polished brass or bronze carry-open bars with strike plate for inactive leaves of pairs of doors unless automatic or self-latching bolts are used.
- C. Astragals: BHMA A156.22.

## 2.11 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
1. Basis-of-Design Product: Subject to compliance with requirements, provide DORMA Americas <product name or designation> or comparable product by one of the following:
    - a. Allegion plc.
    - b. Arrow USA; an ASSA ABLOY Group company.
    - c. Cal-Royal Products, Inc.
    - d. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
    - e. Design Hardware.
    - f. Hager Companies.
    - g. Norton Door Controls; an ASSA ABLOY Group company.
    - h. PDQ Manufacturing.
    - i. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
    - j. SARGENT Manufacturing Company; ASSA ABLOY.
    - k. Stanley Commercial Hardware; a division of Stanley Security Solutions.
    - l. Yale Security Inc; an ASSA ABLOY Group company.
    - m. Approved Equal.

## 2.12 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Hager Companies.
    - b. M-D Building Products, Inc.
    - c. National Guard Products, Inc.
    - d. Pemko Manufacturing Co.
    - e. Reese Enterprises, Inc.
    - f. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
    - g. Sealeze.
    - h. Zero International, Inc.
    - i. Approved Equal.

## 2.13 SLIDING DOOR HARDWARE

- A. Sliding Door Hardware: BHMA A156.14; consisting of complete sets including rails, hangers, supports, bumpers, floor guides, and accessories indicated.
1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
    - a. Arthur Cox & Sons, Inc.

- b. Hager Companies.
- c. Johnson, L. E., Products, Inc.
- d. PC Henderson Inc.
- e. Stanley Commercial Hardware; a division of Stanley Security Solutions.
- f. Approved Equal.

## 2.14 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Architect.
  - 1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.
  - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
  - 2. Fire-Rated Applications:
    - a. Wood or Machine Screws: For the following:
      - 1) Hinges mortised to doors or frames.
      - 2) Strike plates to frames.
      - 3) Closers to doors and frames.
    - b. Steel Through Bolts: For the following unless door blocking is provided:
      - 1) Surface hinges to doors.
      - 2) Closers to doors and frames.
      - 3) Surface-mounted exit devices.
  - 3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
  - 4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

## 2.15 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated on Drawings.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
  - 1. Replace construction cores with permanent cores as directed by Owner.
  - 2. Furnish permanent cores to Owner for installation.
- E. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, in equipment room. Verify location with Architect.

1. Configuration: Provide least number of power supplies required to adequately serve doors with electrified door hardware.
- F. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
- G. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

### 3.3 FIELD QUALITY CONTROL

- A. Independent Architectural Hardware Consultant: Engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
  1. Independent Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

### 3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
  2. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 70 degrees and so that closing time complies with accessibility requirements of authorities having jurisdiction.
  3. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.

### 3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

### 3.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

- B. Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

### 3.7 DEMONSTRATION

- A. Engage Installer to train Owner's maintenance personnel to adjust, operate, and maintain door hardware.

### 3.8 DOOR HARDWARE SCHEDULE

END OF SECTION 087100



## SECTION 088000 - GLAZING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes:
  - 1. Glass for windows doors and storefront framing.
  - 2. Glazing sealants and accessories.
- B. Related Requirements:
  - 1. Section 081113 Hollow Metal Doors and Frames
  - 2. Section 084113 Aluminum-Framed Entrances and Storefronts
  - 3. Section 084229.23 Sliding Automatic Entrances
  - 4. Section 084229.33 Swinging Automatic Entrances

#### 1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C1036.
- C. IBC: International Building Code.
- D. Interspace: Space between lites of an insulating-glass unit.

#### 1.4 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

#### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

2. Review temporary protection requirements for glazing during and after installation.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass the following products; 12 inches (300 mm) square.
  1. Insulating glass.
- C. Glazing Accessory Samples: For sealants and colored spacers, in 12-inch (300-mm) lengths. Install sealant Samples between two strips of material representative in color of the adjoining framing system.
- D. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
- E. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturers of insulating-glass units with sputter-coated, low-E coatings, glass testing agency, and, sealant testing agency.
- B. Product Certificates: For glass.
- C. Product Test Reports: For insulating glass and glazing sealants, for tests performed by a qualified testing agency.
  1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.
- D. Preconstruction adhesion and compatibility test report.
- E. Sample Warranties: For special warranties.

#### 1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is approved and certified by coated-glass manufacturer.
- B. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.

- C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- D. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.
- E. Mockups: Build mockups to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Install glazing in mockups specified in Section 084113 "Aluminum-Framed Entrances and Storefronts" to match glazing systems required for Project, including glazing methods.
  - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
  - 1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
  - 2. Use ASTM C1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
  - 3. Test no fewer than eight Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
  - 4. Schedule enough time for testing and analyzing results to prevent delaying the Work.
  - 5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including the use of specially formulated primers.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

#### 1.11 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F (4.4 deg C).

## 1.12 WARRANTY

- A. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.
- B. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.
- C. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the IBC and ASTM E1300.
1. Design Wind Pressures: Determine design wind pressures applicable to Project according to ASCE/SEI 7, based on heights above grade indicated on Drawings.
    - a. Basic Wind Speed: 90 mph (40 m/s)
    - b. Importance Factor: 2.0
    - c. Exposure Category: [B].
  2. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch (25 mm), whichever is less.
  3. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.

- D. Windborne-Debris Impact Resistance: Exterior glazing shall pass ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 2 for enhanced protection.
  - 1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  - 1. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
  - 2. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F (W/sq. m x K).
  - 3. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
  - 4. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

## 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
  - 1. Minimum Glass Thickness for Exterior Lites: 6 mm.

## 2.4 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E2190.
  - 1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
  - 2. Perimeter Spacer: Manufacturer's standard spacer material and construction.
  - 3. Desiccant: Molecular sieve or silica gel, or a blend of both.

## 2.5 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates,

- under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
  3. Colors of Exposed Glazing Sealants As selected by Architect from manufacturer's full range.
- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C920, Type S, Grade NS, Class 50, Use NT.

## 2.6 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
1. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

## 2.7 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks:
1. Type recommended by sealant or glass manufacturer.
- D. Spacers:
1. Type recommended by sealant or glass manufacturer.
- E. Edge Blocks:
1. Type recommended by sealant or glass manufacturer.
- F. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

## 2.8 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product

manufacturer and referenced glazing publications, to comply with system performance requirements.

1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
  - a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  2. Presence and functioning of weep systems.
  3. Minimum required face and edge clearances.
  4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

#### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.

- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.



- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.7 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

### 3.8 INSULATING GLASS SCHEDULE

- A. Glass Type GL-01: Clear insulating glass at Double Hung Windows.
  - 1. Overall Unit Thickness: 1 inch (25 mm).
  - 2. Minimum Thickness of Each Glass Lite: 6 mm.
  - 3. Outdoor Lite: Fully tempered float glass.
  - 4. Interspace Content: Argon.
  - 5. Indoor Lite: Fully tempered float glass.
  - 6. Winter Nighttime U-Factor: 0.45 maximum.
  - 7. Summer Daytime U-Factor: 0.45 maximum.
  - 8. Safety glazing required.
  - 9. Insulating glass to contain soft coat low-e on number 2 surface.
- B. Glass Type GL-02: Clear insulating glass at Fixed Storefront Windows.
  - 1. Overall Unit Thickness: 1 inch (25 mm).
  - 2. Minimum Thickness of Each Glass Lite: 6 mm.
  - 3. Outdoor Lite: Fully tempered float glass.
  - 4. Interspace Content: Argon.
  - 5. Indoor Lite: Fully tempered float glass.
  - 6. Winter Nighttime U-Factor: 0.38 maximum.
  - 7. Summer Daytime U-Factor: 0.38 maximum.
  - 8. Safety glazing required.
  - 9. Insulating glass to contain soft coat low-e on number 2 surface.
- C. Glass Type GL-03: Clear insulating glass at Entrance Doors.
  - 1. Overall Unit Thickness: 1 inch (25 mm).
  - 2. Minimum Thickness of Each Glass Lite: 6 mm.
  - 3. Outdoor Lite: Fully tempered float glass.
  - 4. Interspace Content: Argon.
  - 5. Indoor Lite: Fully tempered float glass.

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6. Winter Nighttime U-Factor: 0.77 maximum.
7. Summer Daytime U-Factor: 0.77 maximum.
8. Safety glazing required.
9. Insulating glass to contain soft coat low-e on number 2 surface.

END OF SECTION 088000

## SECTION 092400 - CEMENT PLASTERING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Exterior horizontal and nonvertical plasterwork (stucco).
  - 2. Interior horizontal and nonvertical plasterwork.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.
- C. Samples: For each type of factory-prepared finish coat and for each color and texture specified.
- D. Samples for Initial Selection: For each type of factory-prepared finish coat and for each color and texture specified.
- E. Samples for Verification: For each type of factory-prepared finish coat and for each color and texture specified, 12 by 12 inches (305 by 305 mm), and prepared on rigid backing.

#### 1.5 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
  - 1. Build mockups for each substrate and finish texture indicated for cement plastering, including accessories.
    - a. Size: 100 sq. ft. (9 sq. m) in surface area.
  - 2. For interior plasterwork, simulate finished lighting conditions for review of mockups.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials inside under cover, and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

## 1.7 FIELD CONDITIONS

- A. Comply with ASTM C926 requirements.
- B. Exterior Plasterwork:
  1. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures required by climatic conditions, including moist curing, providing coverings, and providing barriers to deflect sunlight and wind.
  2. Apply plaster when ambient temperature is greater than 40 deg F (4.4 deg C).
  3. Protect plaster coats from freezing for not less than 48 hours after set of plaster coat has occurred.
- C. Interior Plasterwork: Maintain room temperatures at greater than 40 deg F (4.4 deg C) for at least 48 hours before plaster application, and continuously during and after application.
  1. Avoid conditions that result in plaster drying out during curing period. Distribute heat evenly; prevent concentrated or uneven heat on plaster.
  2. Ventilate building spaces as required to remove water in excess of that required for hydrating plaster in a manner that prevents drafts of air from contacting surfaces during plaster application and until plaster is dry.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: Where indicated, provide cement plaster assemblies identical to those of assemblies tested for fire resistance according to ASTM E119 by a qualified testing agency.

### 2.2 METAL LATH

- A. Expanded-Metal Lath: ASTM C847, cold-rolled carbon-steel sheet with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.
  1. Diamond-Mesh Lath: Self-furring, 2.5 lb/sq. yd. (1.4 kg/sq. m).

## 2.3 ACCESSORIES

- A. General: Comply with ASTM C1063, and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.
- B. Metal Accessories:
  - 1. Foundation Weep Screed: Fabricated from hot-dip galvanized-steel sheet, ASTM A653/A653M, G60 (Z180) zinc coating.
  - 2. Cornerite: Fabricated from metal lath with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.
  - 3. External- (Outside-) Corner Reinforcement: Fabricated from metal lath with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.
  - 4. Cornerbeads: Fabricated from zinc-coated (galvanized) steel.
    - a. Smallnose cornerbead with expanded flanges; use unless otherwise indicated.
    - b. Smallnose cornerbead with perforated flanges; use on curved corners.
    - c. Smallnose cornerbead with expanded flanges reinforced by perforated stiffening rib; use on columns and for finishing unit masonry corners.
    - d. Bullnose cornerbead, radius 3/4 inch (19 mm) minimum, with expanded flanges; use at locations indicated on Drawings.
  - 5. Casing Beads: Fabricated from zinc-coated (galvanized) steel; square-edged style; with expanded flanges.
  - 6. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
  - 7. Expansion Joints: Fabricated from zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.
  - 8. Two-Piece Expansion Joints: Fabricated from zinc-coated (galvanized) steel; formed to produce slip-joint and square-edged reveal that is adjustable from 1/4 to 5/8 inch (6 to 16 mm) wide; with perforated flanges.

## 2.4 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long, free of contaminants, manufactured for use in cement plaster.
- C. Bonding Compound: ASTM C932.
- D. Fasteners for Attaching Metal Lath to Substrates: ASTM C1063.
- E. Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch (1.21-mm) diameter unless otherwise indicated.
- F. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

## 2.5 PLASTER MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I.
  1. Color for Finish Coats: Gray.
- B. Masonry Cement: ASTM C91, Type N.
  1. Color for Finish Coats: Gray.
- C. Plastic Cement: ASTM C1328.
- D. Colorants for Job-Mixed Finish Coats: Colorfast mineral pigments that produce finish plaster color to match existing adjacent finish.
- E. Lime: ASTM C206, Type S; or ASTM C207, Type S.
- F. Sand Aggregate: ASTM C897.
  1. Color for Job-Mixed Finish Coats: match existing adjacent finish.
- G. Perlite Aggregate: ASTM C35.
- H. Exposed Aggregates for Finish Coats: match existing adjacent finish.
- I. Ready-Mixed Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.
  1. Color: match existing adjacent finish.
- J. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems formulated with colorfast mineral pigments and fine aggregates; for use over cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes.
  1. Color: match existing adjacent finish.

## 2.6 PLASTER MIXES

- A. General: Comply with ASTM C926 for applications indicated.
  1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. yd. (0.6 kg of fiber/cu. m) of cementitious materials.
- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
  1. Portland Cement Mixes:
    - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.

- b. Brown Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
- 2. Masonry Cement Mixes:
  - a. Scratch Coat: Mix 1 part masonry cement and 2-1/2 to 4 parts aggregate.
  - b. Brown Coat: Mix 1 part masonry cement and 3 to 5 parts aggregate, but not less than volume of aggregate used in scratch coat.
- 3. Portland and Masonry Cement Mixes:
  - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
  - b. Brown Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
- 4. Plastic Cement Mixes:
  - a. Scratch Coat: Mix 1 part plastic cement and 2-1/2 to 4 parts aggregate.
  - b. Brown Coat: Mix 1 part plastic cement and 3 to 5 parts aggregate, but not less than volume of aggregate used in scratch coat.
- 5. Portland and Plastic Cement Mixes:
  - a. Scratch Coat: For cementitious material, mix 1 part plastic cement and 1 part portland cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
  - b. Brown Coat: For cementitious material, mix 1 part plastic cement and 1 part portland cement. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
- C. Base-Coat Mixes for Use over Unit Masonry and Concrete: Single base (scratch) coat for two-coat plasterwork on low-absorption plaster bases as follows:
  - 1. Portland Cement Mix: For cementitious material, mix 1 part portland cement and 0 to 3/4 part lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
  - 2. Portland and Masonry Cement Mix: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
  - 3. Plastic Cement Mix: Use 1 part plastic cement and 2-1/2 to 4 parts aggregate.
- D. Base-Coat Mixes for Use over Unit Masonry and Concrete: Single base (scratch) coat for two-coat plasterwork on high-absorption plaster bases as follows:
  - 1. Portland Cement Mix: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
  - 2. Masonry Cement Mix: Use 1 part masonry cement and 2-1/2 to 4 parts aggregate.
  - 3. Portland and Masonry Cement Mix: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
  - 4. Plastic Cement Mix: Use 1 part plastic cement and 2-1/2 to 4 parts aggregate.



- E. Job-Mixed Finish-Coat Mixes:
  - 1. Portland Cement Mix: For cementitious materials, mix 1 part portland cement and [3/4 to 1-1/2] [1-1/2 to 2] parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
  - 2. Masonry Cement Mix: Use 1 part masonry cement and 1-1/2 to 3 parts aggregate.
  - 3. Portland and Masonry Cement Mix: For cementitious materials, mix 1 part portland cement and 1 part masonry cement. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
  - 4. Plastic Cement Mix: Use 1 part plastic cement and 1-1/2 to 3 parts aggregate.
- F. Factory-Prepared Finish-Coat Mixes: For ready-mixed finish-coat plasters, comply with manufacturer's written instructions.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- B. Prepare smooth, solid substrates for plaster according to ASTM C926.

#### 3.3 INSTALLATION, GENERAL

- A. Fire-Resistance-Rated Assemblies: Install components according to requirements for design designations from listing organization and publication indicated on Drawings.
- B. Sound-Attenuation Blankets: Where required, install blankets before installing lath unless blankets are readily installed after lath has been installed on one side.

#### 3.4 INSTALLING METAL LATH

- A. Metal Lath: Install according to ASTM C1063.
  - 1. Partition Framing and Vertical Furring: Install flat-diamond-mesh lath.
  - 2. Flat-Ceiling and Horizontal Framing: Install flat-diamond-mesh lath.
  - 3. Curved-Ceiling Framing: Install flat-diamond-mesh lath.
  - 4. On Solid Surfaces, Not Otherwise Furred: Install self-furring, diamond-mesh lath.

### 3.5 INSTALLING ACCESSORIES

- A. Install according to ASTM C1063 and at locations indicated on Drawings.
- B. Reinforcement for External (Outside) Corners:
  - 1. Install lath-type, external-corner reinforcement at exterior locations.
  - 2. Install cornerbead at interior locations.
- C. Control Joints: Locate as approved by Architect for visual effect and as follows:
  - 1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:
    - a. Vertical Surfaces: 144 sq. ft. (13.4 sq. m).
    - b. Horizontal and Other Nonvertical Surfaces: 100 sq. ft. (9.3 sq. m).
  - 2. At distances between control joints of not greater than 18 feet (5.5 m) o.c.
  - 3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
  - 4. Where control joints occur in surface of construction directly behind plaster.
  - 5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.

### 3.6 PLASTER APPLICATION

- A. General: Comply with ASTM C926.
  - 1. Do not deviate more than plus or minus 1/4 inch in 10 feet (6 mm in 3 m) from a true plane in finished plaster surfaces when measured by a 10-foot (3-m) straightedge placed on surface.
  - 2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
  - 3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.
- B. Bonding Compound: Apply on unit masonry and concrete substrates for direct application of plaster.
- C. Walls; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for three-coat plasterwork with 3/4-inch (19-mm) total thickness, as follows:
  - 1. Portland cement mixes.
  - 2. Masonry cement mixes.
  - 3. Portland and masonry cement mixes.
  - 4. Plastic cement mixes.
  - 5. Portland and plastic cement mixes.
- D. Ceilings; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for three-coat plasterwork and having 3/4-inch (19-mm) total thickness for metal lath on concrete, as follows:
  - 1. Portland cement mixes.
  - 2. Masonry cement mixes.
  - 3. Portland and masonry cement mixes.

4. Plastic cement mixes.
  5. Portland and plastic cement mixes.
- E. Walls; Base-Coat Mix: For base (scratch) coat, for two-coat plasterwork and having 3/8-inch (10-mm) thickness on masonry, 1/4-inch (6-mm) thickness on concrete, as follows:
1. Portland cement mix.
  2. Masonry cement mix.
  3. Portland and masonry cement mix.
  4. Plastic cement mix.
  5. Portland and plastic cement mix.
- F. Ceilings; Base-Coat Mix: For base (scratch) coat, for two-coat plasterwork and having 1/4-inch (6-mm) thickness on concrete, as follows:
1. Portland cement mix.
  2. Masonry cement mix.
  3. Portland and masonry cement mix.
  4. Plastic cement mix.
  5. Portland and plastic cement mix.
- G. Plaster Finish Coats: Apply to provide finish to match existing adjacent finish.
- H. Acrylic-Based Finish Coatings: Apply coating system, including primers, finish coats, and sealing topcoats, according to manufacturer's written instructions.
- I. Concealed Exterior Plasterwork: Where plaster application is used as a base for adhered finishes, omit finish coat.
- J. Concealed Interior Plasterwork:
1. Where plaster application is concealed behind built-in cabinets, similar furnishings, and equipment, apply finish coat.
  2. Where plaster application is concealed above suspended ceilings and in similar locations, omit finish coat.
  3. Where plaster application is used as a base for adhesive application of tile and similar finishes, omit finish coat.

### 3.7 PLASTER REPAIRS

- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

3.8 CLEANING AND PROTECTION

- A. Remove temporary protection and enclosure of other work after plastering is complete. Promptly remove plaster from door frames, windows, and other surfaces not indicated to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION 092400

## SECTION 099120 - PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Steel and iron.
  - 2. Galvanized metal.
  - 3. Gypsum board.
  - 4. Plaster.
- B. Related Requirements:
  - 1. Section 099600 "High-Performance Coatings" for tile-like coatings.

#### 1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  - 2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

#### 1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in the Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.

3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  1. Gypsum Board: 12 percent.
  2. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Portland Cement Plaster Substrates: Verify that plaster is fully cured.
- E. Exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- F. Plaster Substrates: Verify that plaster is fully cured.
- G. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- H. Proceed with coating application only after unsatisfactory conditions have been corrected.
  1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.



1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following.
  1. SSPC-SP 3.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
  4. Paint entire exposed surface of window frames and sashes.
  5. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  6. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  7. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 EXTERIOR PAINTING SCHEDULE

- A. Steel and Iron Substrates:
  - 1. Modified Polyamidoamine Epoxy:
    - a. Coat: Primer and Topcoat, epoxy, anti-corrosive.
      - 1) Tnemec Chembuild Series 135 or approved equal. High-Build to a thickness of 7.0 to 9.0 mils.
- B. Steel Exposed to View and the Elements:
  - 1. Modified Polyamidoamine Epoxy:
    - a. Coat: Primer, epoxy, anti-corrosive.
      - 1) Tnemec Chembuild Series 135 or approved equal. High-Build to a thickness of 7.0 to 9.0 mils.
    - b. Topcoat: Aliphatic Acrylic Polyurethane.
      - 1) Tnemec Endura-Shield Series 72 or approved equal.
- C. Exposed Rebar:
  - 1. Polyamidoamine Epoxy:
    - a. Prime Coat: Primer, modified polyurethane.
      - 1) Tnemec Omnithane Series 1 or approved equal.
    - b. Topcoat: Polyamidoamine Epoxy:

- 1) Tnemec Hi-Build Epoxoline II Series N69 or approved equal to a thickness of 4.0 to 10.0 mils.

D. Window Guards:

1. Fluoropolymer System:
  - a. Prime Coat: Polyamide Epoxy.
    - 1) Tnemec F.C. Typoxy Series 27 or approved equal.
  - b. Topcoat: Advanced Thermoset Solution Fluoropolymer.
    - 1) Tnemec Fluoronar Metallic Series 1078 or approved equal.
  - c. Clearcoat: Aliphatic Acrylic Polyurethane.
    - 1) Tnemec Metallic Clearcoat 1079-0763 or approved equal.

3.7 INTERIOR PAINTING SCHEDULE

A. Steel and Iron Substrates:

1. Modified Polyamidoamine Epoxy:
  - a. Coat: Primer and Topcoat, epoxy, anti-corrosive.
    - 1) Tnemec Chembuild Series 135 or approved equal. High-Build to a thickness of 7.0 to 9.0 mils.

B. Exposed Rebar:

1. Polyamidoamine Epoxy:
  - a. Prime Coat: Primer, modified polyurethane.
    - 1) Tnemec Omnithane Series 1 or approved equal.
  - b. Topcoat: Polyamidoamine Epoxy:
    - 1) Tnemec Hi-Build Epoxoline II Series N69 or approved equal to a thickness of 4.0 to 10.0 mils.

C. Gypsum Board and Plaster Substrates:

1. Latex over Latex Sealer System MPI INT 9.2A:
  - a. Prime Coat: Latex, interior, matching topcoat.
  - b. Intermediate Coat: Latex, interior, matching topcoat.
  - c. Topcoat: Latex, interior, flat MPI Gloss Level to match existing.
    - 1) Coordinate with Building Management for paint to match existing. Replenish attic stock.

D. Radiator Enclosures and Shields

- a. Prime Coat: Latex, interior, matching topcoat.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, flat MPI Gloss Level to match existing.
  - 1) Coordinate with Building Management for paint to match existing. Replenish attic stock.

END OF SECTION 099120

SECTION 142000 – MODERNIZATION OF ELEVATORS

**DEFINITIONS OF TERMS**

Wherever used in the Contract Documents the terms listed below will have meanings, which are applicable to both the singular and plural thereof:

- a. **ADDENDA** – Written or graphic instruments issued prior to the opening of Bids, which modify or interpret the Contract Documents by additions, deletions, corrections or clarifications.
- b. **BID** – The written offer of a Bidder submitted in the prescribed manner on the prescribed forms to perform the Work in accordance with the Contract Documents. It shall be considered a formal offer.
- c. **CHANGE ORDER** – A written instrument which when signed by the OWNER authorizes an addition, deletion and/or revision in the Contract Documents, or an adjustment in the CONTRACT Price or Times, issued on or after the effective date of the Contract.
- d. **CLAIM** – A written demand or assertion by the OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both. A demand for money or services by a third party is not a claim.
- e. **CONTRACT** – The written instrument, which is evidence of the agreement between the OWNER and CONTRACTOR covering the Work to be performed.
- f. **CONTRACT DOCUMENTS** – Includes the Contract, the Request for Bids (Proposals), Instructions to Bidders, General Terms and Conditions, Bid Forms, Specifications, Alternates or Addenda, Insurance, together with all Written Amendments and Change Orders.
- g. **CONTRACTOR'S FEE** – The total compensation, payable by the OWNER to the CONTRACTOR, for use with Change, including all costs for overhead and profit.
- h. **CONTRACTOR OR ELEVATOR CONTRACTOR**, as used herein, refers to any persons, partners, firm or corporation having a contract with the Owner to furnish labor and materials for the execution of the work herein described. This definition excludes any subcontractors.
- i. **ELEVATOR CONSULTANT**, or **CONSULTANT** as used herein, refers to Allstar Elevator & Escalator Inspection Agency, Inc. DBA. Allstar Consulting Group, 700 Kinderkamack Road, Suite 209 Oradell, NJ 07649
- j. **FURNISH** - The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations. RFP
- k. **INSTALL** - The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- l. **OWNERS REPRESENTATIVE** or **OWNER**, as used herein, refers to: Mount Vernon District Offices
- m. **PROJECT MANAGER**, for the purpose of work by others, will be the Mount Vernon District Offices **PROVIDE**, The term "provide" means to furnish and install, complete and ready for the intended use.
- n. **SUBCONTRACT**, as used herein, refers to any persons, partners, firm or corporation having a contract with the Contractor to furnish labor and materials for the execution of the work herein described.
- o. All terms in these specifications have the definition given in the latest edition and supplements of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, ASME A17.1 and the local and state codes and laws

## **PART 1 - GENERAL**

### **1.1 SCOPE OF WORK**

- A. Provide all engineering, permitting, equipment, labor and materials to Modernize Three (3) Passenger and One (1) Freight/Service Overhead Geared elevators located at, ***100 East First Street, Mt. Vernon, NY*** The Modernized equipment shall perform, at a minimum as specified herein. The new elevator system shall be installed within the existing hoistway. The Elevator Contractor will provide all items such as machine bedplate and any additional steel to fabricate installation. (Additional structural steel would only be needed if the elevator capacity or size of the machine is increased-we are not increasing the capacity).
- B. Furnish and install modernized equipment as specified herein, including, but not limited to: power drives, motors, starters, microprocessor-based controllers (with Group Controller operation and fireman service), door operators, door protection devices, hoistway Braille plates, door restrictors, car operating panels with position indicators, floor passing signals, alarm bells and emergency car light devices, landing buttons and hall stations, hall position indicators, car travel lanterns, hoistway, machine room and car wiring, conduit, traveling cables, car top inspection stations, top of car lighting, hoistway landing systems, limit switches and other components required to produce a complete, fully functional and code compliant elevator system. The elevator must comply with all code requirements including but not limited to door and gate monitoring and Un-intended car movement. All equipment noted will be replaced, and are listed on the "table" on page 14200-7.
- C. All cab controls, audible signals, directional indicators, lights, Braille signage, and communication equipment shall be installed in accordance with the latest applicable version of the Americans with Disabilities Act Accessibility Guidelines.
- D. Provide all designs, design criteria, drawings, specifications, shop drawings and submittals as necessary to coordinate with building design professionals engaged by the OWNER. Provide engineering drawings, specifications and calculations as necessary, signed and sealed by a Professional Engineer, licensed in the State of New York, for the elevator system and components.

### **1.2 RELATED WORK (BY GENERAL CONTRACTORS)**

- A. All cutting patching and painting on hoistway doors (if applicable) will be done by general contractor..
- B. If Applicable The PROJECT MANAGER, shall engage the services of a Licensed Electrical Contractor for the installation of new main line , electrical disconnecting means and/or electrical service wiring.
- C. If Applicable The PROJECT MANAGER shall engage the services of a licensed Fire Alarm Contractor to install the required fire alarm initiating devices in the lobbies, machine room and/or hoistway as mandated by code. Fire Alarm Contractor's work shall include, but not be limited to: elevator recall control panels with three (3) input zones and contact outputs, smoke detectors in elevator machine rooms, heat detectors in elevator lobbies, conduit and wiring in elevator shaft. The Elevator CONTRACTOR is responsible for coordinating with the Fire Alarm Contractor for any work they are required to perform in elevator spaces. The Elevator CONTRACTOR shall

identify all fire alarm work required by others, if so needed, for the proper functioning and permitting of the proposed elevator equipment, at the time of the Elevator CONTRACTOR'S bid.

- D. If Applicable The PROJECT MANAGER shall engage the services of a licensed HVAC Contractor to install the required A/C systems to provide a means for the machine room to keep elevator equipment within the temperature and humidity range established by the manufacturer and to ensure safe operation of the equipment. HVAC Contractor's work shall include, but not be limited to: installation of a mini split A/C system and thermostat in each machine room. The Elevator CONTRACTOR is responsible for coordinating with the HVAC Contractor for any work they are required to perform in elevator spaces. The Elevator CONTRACTOR shall identify all HVAC work required by others, if so needed, for the proper functioning and permitting of the proposed elevator equipment, at the time of the Elevator CONTRACTOR'S bid. The elevator CONTRACTOR shall provide actual calculations for total anticipated heat loads generated by all elevator machine room equipment. Machine room HVAC must be positioned as approved by the Elevator CONTRACTOR and CONSULTANT, if one exists at the time of modernization. There shall be no drain lines or condensation allowing water in the machine room.

### **1.3 QUALITY ASSURANCE**

A. Manufacturer Qualifications:

***Each approved manufacturer shall meet all requirements below:***

1. The traction elevator equipment shall be provided by a company that is currently and regularly engaged in manufacturing elevator systems.
2. The manufacturer must be a firm whose name is listed as an approved manufacturer (see Part 2).
3. Contract will not be awarded to any elevator contractor or manufacturer who has established on prior projects, either government, municipal or commercial, a record of unsatisfactory elevator installations or has repeatedly failed to complete contracts awarded to him within the contract time or has no requisite record of satisfactorily performing elevator installations of similar type and magnitude. Elevator CONTRACTOR shall provide a minimum of four references along with the proposal; include contact person and telephone numbers.
4. Only new components shall be utilized on this project during the Modernization. No rebuilt, reconditioned or used equipment is allowed, other than equipment specified in the bidding documents as being *retained*.

B. Installer Qualifications: The elevator contractor must have no less than ten (10) years of satisfactory experience installing and servicing elevator equipment equal to the material, design and extent to that indicated for this project and with a record of successful in-service performance. The contractor will provide references that will be verified by the owner.

C. Regulatory Requirements:

1. In addition to local governing regulations, comply with applicable provisions in ASME A17.1, "Safety Code for Elevators and Escalators", the latest edition adopted by the As per schedule provided after bid. at the time of permit application.
3. International Building Code, the latest edition adopted by the As per schedule provided after bid. at the time of permit application.

4. NFPA 70, National Electric Code, the latest edition adopted by the As per schedule provided after bid. at the time of permit application.
5. NFPA 72, National Fire Alarm Code, the latest edition adopted by the As per schedule provided after bid. at the time of permit application.
6. ASME A17.5 Code for Electrical Equipment, the latest edition adopted by the As per schedule provided after bid. at the time of permit application.
7. Accessibility Requirements: comply with Section 4.10 of Chapter 11 of the International Building Code.
8. Newest edition of the New York State Building Code, and Authority Having Jurisdiction.

#### **1.4 SUBMITTALS**

- A. Product Data. Provide three bound copies of descriptive data, technical literature, performance charts, catalogue cuts, brochures; show capacities, performance operations and features and drawings showing the general arrangement of the elevator equipment. This data shall be provided to OWNER for review and approval prior to commencement of work.
- B. Samples of exposed finishes of signal equipment; 3-inch- (75-mm-) square samples of sheet materials for owner's approval.
- C. Manufacturers Certificates: Signed by elevator contractor certifying that hoistway, pit, and machine room layout and dimensions, and electrical service, including emergency generator requirements (if applicable), are adequate for elevator equipment being provided.
- D. Maintenance Manuals: Include three bound copies of operation and maintenance instructions, parts listing with sources indicated, recommended parts inventory listing, complete wiring diagrams and control diagrams, and emergency instructions. Include diagnostic, routine maintenance procedures and repair information available to manufacturer's and installer's maintenance personnel. Submit for Owner's information at Project closeout as specified in the General Terms and Conditions. Supply one set of wiring diagrams including input and output signals for each Maintenance Manual, and one set for each machine room.
- E. Keys: CONTRACTOR to provide four (4) keys for each key switch provided, for each elevator.

#### **1.5 FIELD MEASUREMENTS**

- A. The contractor shall become familiar with all details of the work, verify all dimensions in the field and advise the CONSULTANT and OWNER of any discrepancy before performing any work. In any event, the elevator contractor is ultimately responsible for all final field measurements and dimensions.

#### **1.6 MAINTENANCE SERVICES**

- A. Initial (Guarantee) Maintenance Service: Commencing on the date of the final acceptance of the final elevator being modified as defined in this RFP, the elevator contractor agrees to provide 12 months free maintenance service and parts warranty. The maintenance shall be service by certified, fully trained employees of the elevator installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Provide parts and supplies as used in the manufacture and installation of original equipment.
  1. Perform maintenance, including emergency callback service, during normal working hours.
  2. Emergency callback service after normal working hours will be included and at no additional cost to the owner for such work.

- a. Response Time: Two (2) hours or less from the time the call is placed until the service technician arrives at the building. If there is an entrapment response time shall be thirty (30) minutes or less.
3. Certify that all parts used in connection with maintenance and callback service are new parts from the original equipment manufacturer.
4. Elevator installer shall certify that it has a service office, with a staff of full-time, certified employees within 50 miles of the project site.

### **1.7 INSPECTIONS**

1. At the completion of the modernization the Elevator Contractor shall schedule and perform a final acceptance inspection with the Authority Having Jurisdiction agency inspector, and upgrade the category 5 test in the presence of an approved elevator inspection agency (QEI), which will be selected by the owner. The Elevator Contractor's responsibilities should be at no additional cost to the OWNER.
2. If the CAT 5 test is performed in actuality, the Contractor will be responsible for any/all repairs and replacements of damaged equipment or components directly relating to the performance of the CAT 5 test.
3. Elevator Contractor shall perform all of the annual (Category 1) tests required by ASME A17.1, Part 8.11 at prior to the end of the 12 months warranty and service period. These tests shall be performed in the presence of representatives of the Owner and/or the Owner's agent including a certified elevator inspector. Any corrective action required to correct deficiencies or make adjustments will be at the expense of the Elevator Contractor.

## **PART 2 – PRODUCTS**

### **OVERVIEW:**

Three (3) Passenger and One (1) Freight/Service Overhead Geared elevators will be modernized in accordance the ACG specifications.

### **An outline of the items that will be upgraded by modernizing are as follows:**

- New Controllers  
The controller will be equipped with an A/C drive unit which will be more efficient and cost saving than the present D/C filter on the existing controller. The car speed will be increased from 300 to 350 feet per minute.
- Elevator Monitoring System (EMS)  
This system will enable floor lock outs, car positioning, car status, as well as event callback logs. (This system will replace the existing EMS system in their present locations in the machine room, and near the management office).
- New Zone Lock  
Provide a device that will prevent the car door from opening when the elevator is not in the door zone.



- **Door Lock Monitoring (DLM)**  
Provide a feature that will monitor and prevent automatic operation of the elevator with faulty door contact circuits.
- **New Hoist Machine**  
The existing D/C Geared hoist machines will be removed and replaced with AC Gearless Hoist Motors. The braking and unintended car movement system shall also be included.
- **New Hoist and Traveling cables**  
The hoist cables will be replaced with new traction steel cables with cable lubrication system installed. All traveling cables (wiring from the controller to the elevator) will be replaced having 10% spares should any additional circuits be required in the future.
- **New Interlocks, Door Operators, Hoistway Wiring And Limits**  
All electrical hoistway fixtures and car top equipment will be replaced with new state of the art devices that will enhance performance, especially the car door operation.
- **Elevator Cabs (NEW)**  
The interior of the cabs will include new wall panels, flooring, cab lighting will have 2 fixtures, emergency lighting and a new car button panel that will include ADA compliance featuring two way, hands free communication per new code.  
(Option to raise the dome height-if possible-will be a change order to cab allowance).

## **2.1 GENERAL DESCRIPTION OF EXISTING CONDITIONS**

Operation	Group Automatic Selective Collective
Floors Served	B,1,M, 2-10
Number of Openings	11
Capacity	2,500
Hoistway Door Type	Two - Speed Slide (2SSO)
Machine Room Location	Over Head
Controller	Montgomery MIPROP M ULTRON DDC Relay/Solid State
Machine Type	DC Geared Traction
Buffer	Oil Spring
Rail Contact	Roller Guides

### **TABLE OF CONTENTS FOR MODERNIZED ELEVATOR:**

ELEVATOR MODERNIZATION SUMMARY	
EQUIPMENT	ACTION
Main Machines	NEW Replace with AC Gearless
Controllers/With DLM	New
Rope Gripper	New
Hoist (Suspension)Cables	New
Ascending Car Overspeed Protection	New
Unintended Car Movement	New
Governor and Tension Sheaves	New
Top of Car Run Box	New
Car and Counterweight Roller Guides	New
Door Operator	New
Car Door Equipment	New
Door Zone Lock	New (Stationary Cam)
Hoistway Door Equipment	New
Counterweight	Retain/Clean/Paint
Guide Rails	Retain/Clean/Paint
Hoistway Limits	New
Buffers	New
Pit Devices	New
Car Frame and Platform	Retain/Refurbish
Toe Guard	New
Car safety	New
Cab Enclosure	New
Car Operating Panel	New
Communication/EMS System	New
Door Reopening Device	New
Hall Stations with Digital P.I. (All Floors)	New
Car Traveling Lantern	New
Load Weighing Device	New
Load Weighing Car Panel Signals	New

## **2.2 MANUFACTURERS**

A. Pre-approved Equipment Manufacturers: The following manufacturer's equipment and materials have been pre-approved for use on this project.

1. Controller – OEM,MCE,GAL,ESI,SMARTRISE, or approved equal.
2. Door Equipment –OEM, GAL or approved equal.
3. Fixtures –OEM, Monitor, Innovation or approved equal.

4. Door Protective Device – Janus, Adams, G.A.L., Tri-Tronics. or approved equal.
5. Elevator Cab Enclosures– Provided by elevator contractor
6. Machines–Imperial, Hollister Whitney or approved equal.
7. Motors: Imperial Electric, Rueland Electric or approved equal.
8. Power Drives – Magnetek or approved equal.
9. Guide Shoes/Rollers – ELSCO, or approved equal.
10. Intercommunications/Telephones/EMS System –OEM, MCE or approved equal.

### **2.3 MACHINE ROOM EQUIPMENT (By General Contractor)**

- A. Replace Motor Room Door with code compliant fire rated door.
- B. Repair broken steps into motor room.
- C. Replace Main Line disconnects for all four elevators with circuit breaker type, lockable in the open position, and located within sight of the elevator machine/motor.
- D. Provide 110 VAC circuit breaker for Cab lighting.

### **2.4 CONTROLLER (NEW)-WITH DOOR LOCK MONITORING**

- A. Control Equipment -Group Automatic Selective Collective. MICROPROCESSOR CONTROLLER (Which will include Door Lock Monitoring DLM).
- a) Control General Specifications
  - b) Code Compliance
    - i) The elevator controller shall be a microprocessor based logic system and shall comply with all applicable elevator and electrical safety codes including:
  - c) Elevator Safety Code Compliance
    - i) ASME A17.1 Authority Having Jurisdiction applicable code
  - d) Other Applicable Standards
    - i) NFPA 70/CSA C22.1 Electrical Codes (U.S. & Canada)
    - ii) CSA B44.1/ASME A17.5 Elevator and Escalator Electrical Equipment Standards
    - iii) EN 12015 Emission Standards
    - iv) EN 12016 EMC Immunity Standards
    - v) ADA & ICC/ANSI A117.1 Accessibility Standards
  - e) ADA Requirements
    - i) The elevator controller shall comply with Title III of the Americans with Disabilities Act (ADA) as well as New York State code compliance.
    - ii) Leveling Accuracy: The controller shall have a self-leveling feature that shall automatically bring the car to floor landings within a tolerance of 0.5" (12.7 mm) or better under all loading conditions up to the rated load.
    - iii) Car Position Indicators: The controller shall have a position indicator output to drive the required position indicator which shall indicate the corresponding floor numbers as the car passes or stops at a floor. An audible signal shall sound as the position indicator changes floors.
    - iv) A voice annunciator output shall be available to facilitate audible announcement of car direction and floor number.
  - f) Non-Proprietary Equipment
    - i) The right to all information needed for diagnosis, service, and repair.

- ii) The right to access on-board computers, including the information they store and the ability to diagnose, repair, and/or reprogram these systems.
  - iii) Environmental Considerations: The elevator controller shall operate within the following environmental conditions: Ambient temperature: 32F degrees to 104F degrees (0C degrees to 40C degrees). Humidity: non-condensing up to 95%
- 2) The elevator controller shall be microprocessor based and designed specifically for elevator applications. Safety functions shall be implemented independently of elevator and drive logic.
- 3) Elevator logic shall be implemented on a single processor to facilitate tight coordination between subsystems and enhance reliability. The implementation shall utilize a real-time, multi-tasking operating system to allow the processor to simultaneously execute elevator control logic, drive control logic, operator interface logic, and communication support.
- 4) The elevator controller shall provide the ability to access significant memory capacity for configuration parameter storage, event recording, real-time diagnostics, and program execution.
- 5) The elevator controller shall have an independent safety system in order to implement safety features required by code. The safety system implementation shall utilize solid state devices. No relays shall be used for safety logic. The safety subsystem shall incorporate a check redundant, dual-processor, dual-path, solid-state, ASME A17.1- 2000/2003 compliant device, that is also compliant with Appendix K and its published updates up to and including the 2020 and 2027 of the NYC DOB Building Code.
- 6) The elevator controller shall be configured and packaged in such a way that temporary jumpers cannot be used (intentionally or unintentionally) while the elevator is running in any passenger mode of operation. Non-passenger modes of operation shall be provided, along with means to bypass safety functionality, to allow inspection testing and other setup and/or troubleshooting operations.
- 7) The elevator control logic configuration shall be fully field programmable. Changes in number of floors, I/O configuration, drive setup, eligibility etc. shall not require the replacement/reprogramming of EEPROMs or other storage devices. Further, changes in the controller configuration shall be user adjustable in the field.
- 8) The elevator controller shall have extensive diagnostic capability. A built-in LCD display or equivalent shall allow access to major user functions and diagnostic features. The display shall be a multi-character, multi-line type with associated keypad to allow users to enter information. The display shall show data and menus in readily understood character format. No numeric, hexadecimal, or binary codes are acceptable.
- 9) Dedicated indicators shall be provided in a conspicuous location on the elevator controller to indicate important system statuses, such as when the safety string is closed, when the door locks are closed, when the elevator is on Inspection/Access, etc. In addition, other special or error conditions detected by the main processor or safety subsystem shall be displayed.
- 10) The elevator controller shall support an interface for communication and interaction via a separate application program running on a Windows PC. This application shall communicate with the controller and allow the user to access controller configuration parameters, view real-time elevator status information, initiate and facilitate setup and adjustment procedures, and provide advanced troubleshooting capabilities. The PC application shall be designed specifically for elevator applications and shall graphically and dynamically display information from the controller.
- 11) A PC application shall provide facilities to manage elevator controller configuration parameters. The user shall be able to manage and manipulate parameters including:
  - a) Retrieve from the elevator controller and view/edit
  - b) Retrieve from the elevator controller and save to a file on the PC
  - c) Retrieve from the PC, view/edit, and download to the elevator controller.

- 12) The user shall be able to select specific groups or subsets of parameters to send or retrieve from the elevator controller.
- 13) A PC application display shall provide motor field (where applicable), armature and brake voltages, armature current, intended and actual car speeds and hoist machine RPM. The PC diagnostics and adjustment display shall include online context-sensitive parameter descriptions and help information for fault troubleshooting.
- 14) The controller shall maintain an event log that records noteworthy events or faults. They shall be displayed in chronological order and time stamped for analysis or review. Data displayed shall include the type of event or fault, the date and time it occurred, and the position of the car and status of various flags at the time of the occurrence. The event log shall be able to be saved and reviewed offline via the PC application.
- 15) Communication between the elevator controller and the PC application shall be via a standard 100 base T TCP/IP network connection. The elevator controller shall be compatible with standard networking equipment (cables, hubs, switches and routers etc.).
- 16) A PC application and elevator controller shall support remote connection via the internet. The elevator controller shall support up to four simultaneous PC connections (remote and/or local). A mechanism shall be provided to prevent the unauthorized alteration of elevator configuration parameters. elevator configuration parameters.
- 17) An EMS monitor will be located at the manager's office and the lobby security desk.

## **2.5 DRIVES (NEW)**

A. The control system shall fully support Magnetek Drives including their Regenerative Model.

1. The control system shall utilize a flux vector AC drive.
2. The flux vector drive shall be capable of producing full torque at zero speed and shall not require DC injection braking in order to control car deceleration.
3. The drive shall be capable of controlling gearless machines, induction and permanent magnet motors. The drive shall also work with different types of encoders such as EnDat, incremental, sine/cosine, and Hyperface.
4. The drive shall have built-in motor overload protection. External overload is not required.
5. The drive shall have the capability of being adjusted or programmed to achieve the required motor voltage, current, and frequency to properly match the characteristics of the elevator hoist motor.
6. The drive shall not create excessive audible noise from the elevator motor.
7. The drive shall be heavy-duty, capable of delivering sufficient current required to accelerate the elevator to contract speed with rated load. The drive shall provide speed regulation appropriate to the motor type.
8. A regenerative drive will be used to re-gen power back to the AC line during dynamic braking.
9. A contactor shall be used to disconnect the hoist motor from the output of the drive unit each time the elevator stops. This contactor shall be monitored and the elevator shall not start again if the contactor has not returned to the de-energized position when the elevator stops.
10. The controller shall provide step less acceleration and deceleration and provide smooth operation at all speeds.
11. For applications where the building power supply has a "Grounded Leg Delta" configuration, an isolation transformer will be used to minimize noise and prevent any damage to the drive during voltage fluctuations.

12. Provide a solid-state, variable voltage, variable frequency (VVVF), 3-phase AC hoist motor drive system as part of the microprocessor based drive system.
  - a. VVVF drive system shall be a low-noise, flux-vector inverter device.
  - b. Include a digital LED readout and touch-key pad to facilitate software parameter adjustments, monitor system operation and display fault codes.The drive shall utilize a 3-phase, full wave rectifier and capacitor bank to provide direct current power for solid-state inversion.
13. The inverter shall utilize IGBT power semiconductors and duty cycle modulation fundamental frequency of not less than one kilohertz to synthesize 3-phase, variable voltage variable frequency output.
14. The system shall be designed and configured with the following countermeasures for noise generated by the pulse-width modulated (PWM) inverters.
  - a. Control of radiated noise via inverter and/or motor cables.
  - b. Conducted noise through power lines.
  - c. Induction noise and ground noise.
15. Inverter shall be encased in metal and independently grounded.
16. A noise filter for the input power line shall be provided to prevent penetration into radios, wireless equipment and smoke detectors.
17. A 3% three-phase line reactor shall be provided on the power system rated at the utility voltage input to the drive and sized for the rated drive current.
18. Provide interconnection wiring and ground cables in accordance with the manufacturer's design requirements.
19. The drive shall:
  - a. Be configured as a complete digital drive system.
  - b. Utilize two (2) microprocessors - one for power conversion circuitry a 16/32 BIT microprocessor controlled PWM output and one for drive signal control circuitry.
  - c. Be totally software configurable through high level language.
  - d. Interface with external equipment/signals via either discrete local I/O connections or high speed Local Area Network (LAN).
  - e. Provide fully programmable and adjustable carrier frequency to 16KHz.
  - f. Be located within the limits of the control cabinet (where system size allows) or separately mounted in an appropriate chassis with hinged swing-out doors with clearances equal to the cabinet width dimensions.
  - g. Output frequency of 0-500 Hz.
  - h. Provide programmable linear or S-curve acceleration.
  - i. Provide free run or programmable linear or S-curve deceleration.
  - j. Have controlled reversing.
  - k. Have a minimum of 15 preset speeds.
20. Operating and Environmental Conditions:
  - a. Have a service factor of 1.0.
  - b. Rated for continuous duty.
  - c. Humidity - 90% rated humidity non-condensing.
  - d. Altitude - 3300 feet without derate.
  - e. Cooling - forced air when required.
  - f. Temperature - 0-40oC (104oF) for UL Listing.
  - g. Digital display for:
    - i. Running - output frequency, motor RPM, output current, voltage (Selectable).
    - ii. Setting - Parameters values for setup and review.
    - iii. Trip - separate message for each trip, last 30 trips to be retained in memory.

27. Protective Features:

- a. Motor overspeed.
- b. Adjustable current limit.
- c. Isolated control circuitry.
- d. Digital display for fault conditions.
- e. Selectable automatic restart at momentary power loss. Manual restart.
- f. Over/Under Voltage.
- g. Line to line and line to ground faults.
- h. Over-temperature.

28. The system shall provide full regenerative capabilities to control overhauling motor speed and reduce hoist motor deceleration time by allowing overhaul power to be discharged back into the power lines.

29. The regenerative section may be an integral part of the drive or a standalone unit.

## **2.6 MAIN MACHINES NEW AC GEARLESS TRACTION**

Remove the existing hoist machine(s), deflector sheaves, and hoist cables, provide and install the following:

- A. The new hoist machine shall be a Permanent Magnet, Synchronous Design, AC Gearless Traction Machine, specially designed and manufactured for elevator service. The traction driving sheave and brake drum shall be either bolted and pinned or cast solid being press fit securely to the main armature shaft. The elevator machine and related accessories will be rigidly mounted on a fabricated steel bedplate or blocking beams to machine beams. Machine should be totally enclosed, self-cooling without the use of auxiliary fan(s) for cooling.
- B. The Gearless Unit shall be of sufficient capacity to operate the elevator with rated load at rated speed without overheating. The motor will be tested as specified in this Specification. Insulation of all windings shall be impregnated and baked to prevent absorption of moisture and oil. The insulation resistance between motor frame and windings shall not be less than one Megohm. The motor windings shall stand a dielectric test of twice the normal voltage plus 1000 RMS volts of 60 Hertz alternating current for one minute. Insulation shall be Class F or better.
- C. An AC permanent magnet multi-phase motor shall be provided and designed for use with VVVF drives capable of drive for PM motors with high torque and high efficiency. Mechanical construction shall be with cast iron frame & brackets, forged steel shaft, re-greasable tapered roller drive bearing(s) on drive sheave end.
- D. Motor laminations to be fully processed core plated electrical grade steel of suitable gauge.
- E. Magnets to be neodymium
- F. Motors shall be CSA listed and have appropriate CSA marking on the motor nameplate.
- G. The motor will be supplied with a motor mounted shaft driven absolute optical encoder rated at 2048 ppr or greater. Motor duty for VVVF applications shall be 60 min. at name plate rating.
  - 1. Class A Motor temperature rise at nameplate rating shall be:
    - a. TENV = 55° C by thermometer
    - b. Maximum room ambient = 40° C
- H. Motor insulation system shall be a minimum class F. Stator windings made of copper magnet wire. Insulation processing shall include minimum of 2 dips and bakes in polyester varnish.
- I. Bearings: Bearing mounting shall be such as to insure accurate bearing alignment. Bearings and lubricant reservoirs shall be dust-tight, and shall incorporate effective lubricant seals or other means to prevent lubricant leakage. Babbitt bearings shall not be permitted. Ball and roller bearings shall be

- arranged for grease lubrication, and be fitted with grease gun connection and drain plugs. Ball bearings that are lubricated for life type do not need to be arranged for lubrication.
- J. Gearless machine demountable drive sheave shall be cast from the best grade of hard cast iron, semi steel or cast steel of approved composition and shall be machined with grooves, providing maximum traction with a minimum of cable and sheave wear. The surface of sheaves shall be tested individually for hardness and the actual hardness to be plainly stamped next to the grooves on the sheave rim. The hardness must measure between 220 and 240 Brinell.
- K. The diameters of the Gearless machine driving sheave shall be not less than forty (40) times the diameter of the hoisting rope.
- L. Machine Brake: Provide machine with a spring applied and electrically released electromechanical brake and must be so designed as to be effective to the extent of stopping the car during emergency stop and holding the car under all conditions of loading or operation.
- M. Provide hoist cable guards at the car and counterweight-drop side of the machine sheave.
1. Guards shall cover cables from the point of slab penetration to the point where the hoist cables contact the sheave.
  2. Guards shall prevent access to cables at pinch points.
- N. Ascending Car Overspeed Protection Device (NEW)
1. Provide a device designed to prevent an ascending elevator from striking the hoistway overhead structure.
  2. The device shall decelerate the car with any load up to the rated capacity by applying an emergency brake.
    - a. The device shall detect an ascending car overspeed condition of not greater than 10% higher than the speed that the car governor is set to trip.
    - b. The device, when activated, shall prevent operation of the car until the device is manually reset.
    - c. The device shall meet the requirements of the ASME A17.1 Safety Code as may be modified by the Authority Having Jurisdiction.
- O. Unintended Car Movement Protection Device (NEW) -Rope Gripper
1. Provide a device to prevent unintended car movement away from the landing when the car and hoistway doors are not in the closed and locked.
- The device shall prevent such movement in the event of failure of:
- a. The electric driving machine motor
  - b. The brake
  - c. The machine shaft or shaft coupling
  - d. Gearing
  - e. Control system
  - f. Any component upon which the speed of the car depends
  - g. Suspension ropes and the drive sheave of the traction machine are excluded.
    - i. The device shall prevent operation of the car until the device is manually reset.
    - ii. The device shall meet the requirements of the ASME A17.1 Safety Code as may be modified by the AHJ.

## **2.7 DOOR ZONE LOCK**

- A. Provide a door zone lock that is a stationary cam (mechanical only) type.

## **2.8 EMERGENCY BRAKE (ROPE GRIPPER)**



- A. Provide a mechanical device, independent of the normal braking system, that will stop the elevator should it overspeed or move in an unintended manner.

## **2.9 GOVERNOR ROPE TENSION ASSEMBLY (NEW)**

A.

1. Maintain the proper tension in the governor rope with a weighted tension sheave located in the pit.
2. Springs used to develop the tension are not acceptable.
3. The sheave shall be of proper diameter and set directly plumb with the governor rope drop to prevent the rope from pulling off of the sheave at an angle.
4. Lubrication fittings shall be provided on the assembly.
5. The assembly shall have necessary rope guards to prevent accidental contact of the rope/sheave by service personnel and to prevent the governor rope from jumping off of the sheave.
6. Design governor to prevent false tripping because of conditions caused by rope dynamics.

## **2.10 BUFFERS (NEW)**

- A. Install new oil buffers for rated speed.

## **2.11 COUNTERWEIGHT (RETAIN/REFURBISH)**

- A. Framed counterweight type **A BALANCED LOAD TESTING AFTER CAB MOD IS REQUIRED**
1. Refurbish Counterweight Assembly with Double ELSCO Roller Guides or approved equal.

## **2.12 HOIST CABLES-SUSPENSION CABLES (NEW)**

- A. Necessary new pre-formed traction steel wire rope specifically constructed for elevator applications shall be provided for suspension of the elevator car and counterweight assembly.
- B. Fastenings shall be accomplished by use of individual tapered rope sockets with adjustable shackles.
1. General design requirements for rope shackles and the method of securing wire rope shall conform with ASME A17.1 Safety Code as adopted and/or otherwise modified by the AHJ.
  2. Provide anti-spinout as required by applicable code at all shackles

## **2.13 GOVERNOR ROPE (NEW)**

1. New pre-formed wire rope specifically constructed for elevator applications, shall be provided for governor ropes.
2. Rope shall be traction steel or iron in accordance with OEM design requirements.
3. Rope diameter and method of fastening shall be in accordance with ASME A17.1 Safety Code as adopted and/or otherwise modified by the AHJ.

## **2.14 GUIDE RAILS (RETAIN/REFURBISH/CLEAN/PAINT).**

## **2.15 CAR FRAME (RETAIN/REFURBISH/CLEAN/PAINT).**

## **2.16 CAR PLATFORM (RETAI/REFURBISH/CLEAN/PAINT).**

- A. Replace sub flooring if needed.

### **2.17 SAFETY (NEW)**

- A. Replace car safety.

### **2.18 EQUIPMENT ISOLATION (NEW)**

- A. Provide sound reducing vibration isolation elements at all support points of elevator controller, solid-state motor drives, isolation transformers, reactance units, hoisting motors and machines.
- B. The elements for controllers, solid-state motor drives and isolation transformers shall be similar to double deflection neoprene-in-shear mounts, as manufactured by Mason Industries, Type ND, with 0.35" static deflection under design load ratings.
- C. Elements between the hoisting machine unitized base and machine support beams shall be similar to triple layer ribbed neoprene pads, separated by appropriate steel shims as manufactured by Mason Industries, Type W pads, at 50 durometer, loaded for 40 psi or approved equal.
- D. All bolts through isolation elements, where necessary, are to incorporate resilient washers and bushings.

### **2.19 TOP OF CAR OPERATING STATION (NEW)**

- A. An inspection operating station shall be provided on top of the elevator car.
- B. This station shall be installed so that the controls are plainly visible and readily accessible from the hoistway entrance without stepping on the car.
- C. When the station is operational, all operating devices in the car shall be inoperative.
- D. Provide the following control devices and features:
  - 1. A push/pull or toggle switch designated "EMERGENCY STOP" shall be arranged so as to prevent the application of power to the hoist motor or machine brake when in the "off" position.
  - 2. A toggle switch designated "INSPECTION" and "NORMAL" to activate the top of car Inspection Service Operation.
  - 3. Push button designated "Up", "Down" and "Enable" to operate the elevator on Inspection Service (the "Enable" button shall be arranged to operate in conjunction with either the "Up" or "Down" button).
  - 4. An indicator light and warning buzzer that are subject to activation under Phase I - Fire Emergency Recall Operation.
- E. The unit may contain the following additional devices:
  - 1. Approved car top lighting fixture with service guard and local control switch.
  - 2. Approved 120 Volt grounded convenience receptacle.

### **2.20 EMERGENCY EXITS-(REMOVE WITH NEW CAB EQUIPMENT)**

### **2.21 INSPECTION CERTIFICATE /SIGNAGE**

- A. Provide signage on the elevator car button panel that indicates the location of the inspection certificate within the building, including floor and/or room designation, where access is available during normal business hours.

## **2.22 DATA PLATES, LABELING AND SIGNAGE (NEW)**

- A. Provide floor designation plates at each elevator entrance, on both sides of the jamb at a height of 60 inches to center line of plate.
  - 1. Designations shall be 2" high, 0.03" raised and stud mounted.
  - 2. Type shall be as selected by the Architect from premium line of plates.
- B. Provide elevators with data and marking plates, labels, signage and refuge space markings complying with A17.1 Elevator Safety Code as may be adopted and/or otherwise modified by the AHJ.
- C. Provide "Overload Jewel" on Car Operating Panel and feature to take elevator out of service when elevator is overloaded.
- D. Provide Elevator number on Car Operating Panel per code.

## **2.23 WIRING AND ELECTRICAL SAFETY DEVICES (NEW)**

- A. Electrical Conduit, Wiring and Traveling Cable (NEW)
  - 1. Electrical wiring shall be provided.
    - a. All wiring shall be stranded copper conductors, manufactured in compliance with ANSI/ASTM B174-71 and UL 62 requirements, and polyvinyl chloride insulation complying with ETT requirements of UL 62 and Article 400 of the National Electric Code.
    - b. Electrical wiring provided for hoistway interlock shall be of a flame retardant type, capable of withstanding temperatures of at least 392 degrees Fahrenheit. Conductors shall be Type SF or the equivalent thereof.
    - c. Each run of electrical conduit or duct shall contain no less than 10% spare wires and, in any case, no fewer than two (2) spare wires.
    - d. Crimp-on type wire terminals shall be used where possible.
  - 2. Traveling cable shall be provided.
    - a. Each traveling cable shall be provided with a flame and water resistant polyvinyl chloride jacket.
    - b. Electrical wiring shall consist of stranded copper conductors, manufactured in compliance with ANSI/ASTM B174-71 and UL 62 requirements, and polyvinyl chloride insulation complying with ETT requirements of UL 62 and Article 400 of the National Electric Code.
    - c. Each traveling cable shall contain no less than 10% spare wires.
    - d. Traveling cable exceeding 100' in length shall be provided with a steel wire rope support strand from which the cable shall be suspended.
    - e. Traveling cable must be contained within an approved electrical conduit to within 6' of the final suspension point in the hoistway.
    - f. Each traveling cable shall be arranged to provide no fewer than six (6) individually shielded pairs of 20 gauge wire and arranged to contain no less than one (1) coaxial cable for CCTV remote monitoring.
    - g. Traveling cable conductors that terminate at a hoistway center box shall be connected to stud block provided for that purpose.
    - i. Each wiring terminal shall be clearly identified by its nomenclature as shown on the "as built" wiring diagrams and solderless, crimp-on type wire terminals shall be used where possible.

- h. The attachment of a traveling cable to the underside of the elevator car shall be performed so that a minimum loop diameter of 30x the cable diameter is provided.
        - i. Pre-hang the cables for at least 24 hours with ends suitably weighted to eliminate twisting during operation.
  - 3. Rigidly supported EMT conduit, flexible metal conduit and galvanized steel trough shall be utilized throughout the hoistway.
    - a. Both EMT and flexible conduit shall be connected on either end by use of compression fittings and secured in place with metal clamps sized in accordance with the diameter of conduit utilized.
    - b. Wire or plastic wire ty-raps shall not constitute an acceptable means of fastening.
    - c. The use of flexible metal conduit shall be limited to runs not greater than 3' in length.
    - d. All abandoned or unused electrical conduit shall be removed from the hoistway.
    - e. Existing conduit and wiring duct may be reused if suitable for the application.
      - i. Reuse of existing conduit/duct shall be at the discretion of the Consultant.
- B. Normal and Final Terminal Stopping Devices (NEW)
  - 1. Provide normal terminal stopping devices to stop the car automatically from any speed obtained under normal operation within the top and bottom overtravel, independent of the operating devices, final terminal stopping device and the buffers.
  - 2. Provide final terminal stopping devices to stop the car and counterweight automatically from the speed specified within the top clearance and bottom overtravel.
  - 3. The terminal stopping devices shall have rollers with rubber or other approved composition tread to provide silent operation when actuated by the fixed cam in the hoistway.
  - 4. Terminal stopping devices that are not mechanically operated (i.e.: magnetic proximity) shall be provided by the manufacturer of the control equipment, intended for use as a terminal limit, and designed for reliable operation in the hoistway environment.
  - 5. Final terminal limits shall be pinned so as to prevent movement after final adjustment where required by the AHJ.
- C. Pit Stop Switch (NEW)
  - 1. Where pit depth does not exceed 67", each elevator pit shall be provided with a push/pull or toggle switch that is conspicuously designated "EMERGENCY STOP" and located so as to be readily accessible from the hoistway entrance on the lowest landing served at a height of approximately 18" above the floor.
    - a. This switch shall be arranged to prevent the application of power to the hoist motor and machine brake when placed in the "OFF" position.
  - 2. Where climb-in pit depth exceeds 67", each pit shall be provided with two (2) push/pull or toggle switches conspicuously designated "EMERGENCY STOP".
    - a. Both of these stop switches, shall be located immediately adjacent to the pit access ladder.
    - b. Place one stop switch approximately 47" above the pit floor.
    - c. Place the second stop switch 18" above the hoistway entrance sill on the lowest landing served.
    - d. These switches shall be arranged so as to prevent the application of power to the hoist motor or machine brake when either one is placed in the "OFF" position.
    - e. Existing stop and/or pit door switch conforming to the requirements set forth herein may be refurbished to as new condition and reused subject to approval of the Consultant.

## **2.24 OPERATING SYSTEMS AND OPERATION (NEW)**

1. Group Automatic Selective Collective Operation
  1. Provide a collective operation with cars arranged to operate from a single riser of hall push buttons. (One riser per two (2) car bank).
    - a. When there is no demand for elevator service, park the cars at the Lobby Floor
  2. The car shall pick up all hall calls registered in the “UP” direction as the car ascends the hoistway.
  3. The car shall pick up all hall calls registered in the “DOWN” direction as the car descends the hoistway.
  4. If there are only “DOWN” hall calls registered and the car is in the lobby, the car shall proceed to the highest floor registered first then answer succeeding “DOWN” hall calls in descending order.
  5. When a car arrives at its last stop and reverses direction of travel, all previously registered car calls shall be automatically cancelled.
  6. When a car has responded to the highest or lowest call, and the hall calls are registered for the opposite direction, the car shall reverse direction automatically and respond to those registered calls.
  7. When a car arrives at a landing where both up and down hall calls are registered, it will answer the call in the direction of travel.
    - a. If no car call is registered, the car shall be assigned to respond to call registered for opposite directions; car doors shall not close and re-open to respond to the call.
  8. When the empty car reverses direction at a landing with no hall calls, doors shall not open and hall lantern shall not operate.
  9. If a car has no car calls registered and arrives at a floor where both up and down hall calls have been registered, the car shall respond to the hall call corresponding to the direction of car travel.
  10. If, after making its stop, a car call is not registered and no other hall calls exist ahead of the car corresponding to its original direction of travel, the doors shall close and immediately reopen in response to the hall call for the opposite direction.
  11. The car shall maintain its original direction at each stop until the doors are fully closed to permit a passenger to register a car call before the car reverses its direction of travel.
  12. After the last call is answered in either direction, the elevator shall return to the Lobby after a predetermined waiting time.

## **2.25 MOTION CONTROL (NEW)**

- A. Smooth step less acceleration and deceleration of the elevator car shall be provided in either direction of travel during both single and multiple floor runs.
- B. Use digital logic to calculate optimum acceleration and deceleration patterns during each run.
  1. The amplitude of acceleration and deceleration shall not exceed 4 ft/sec<sup>2</sup>.
  2. The maximum jerk rate shall not exceed 8 ft/sec<sup>3</sup>.
  3. The maximum velocity which the elevator achieves in either direction of travel while operating under load conditions that vary between empty car and full rated load shall be within  $\pm 5\%$  of the rated speed.
- C. Floor leveling accuracy of  $\pm 1/4"$  as measured between the car entrance threshold and the landing sill on any given floor shall be provided.
  1. This accuracy standard shall be maintained under varying load conditions and without need for releveling corrections caused by overshooting or stopping short of the floor (spotting).

- D. Brake-to-brake elapsed time during a typical elevator one floor run shall not exceed values as further specified in this document.
  - 1. Timing, as measured between initial brake lift and the moment the brake sets with the car position level at the next adjacent floor, shall remain consistent under varying load conditions in either direction of travel.
- E. Elapsed flight time during a typical elevator one floor run shall not exceed values as further specified in this document.
  - 1. Timing, as measured between the moment door closing operations begin and when the doors are 3/4 open at the next adjacent floor, shall remain consistent under varying load conditions in either direction of travel.

#### **2.26 INDEPENDENT SERVICE OPERATION (NEW)**

- A. The car operating station shall be equipped with a key-operated switch labeled “IND SER”.
- B. When placed in the “on” position, this switch shall cause the elevator to bypass corridor calls and to travel directly to any floor chosen by registration of a car call.
- C. During Independent Service Operation, the elevator doors shall remain open at any landing until the door close or car call registration pushbutton, is pressed and maintained until the doors are fully closed.
- D. In case an elevator is operating on the Independent Service mode and the Fire Emergency Recall system becomes activated, the elevator shall automatically override Independent Service Operation and engage Phase I - Fire Emergency Recall Operation following a period of approximately forty-five (45) seconds.
- E. If more than one (1) car call is registered, all registered car calls shall extinguish when the elevator stops in response to the first call.

#### **2.27 INSPECTION SERVICE OPERATION (NEW)**

- A. Provide a key operated switch in the main car operating panel that, when turned to the ‘ON’ position, shall cause the elevator to be removed from service and placed in Inspection Service Operation.
- B. The top of the elevator car shall be equipped with a control for limited operation of the car during repairs, maintenance and inspection conducted in the hoistway. The transfer of control to the top of car operating device shall cause that device to be the sole means of control for the elevator.
- C. Power door operating equipment shall be rendered inoperative while the car is being operated in the Inspection Service mode with the exception of power closing of the door. The control system shall maintain closing power on the door while the elevator is moving under Inspection Service Operation.
- D. The in-car Inspection Service switch shall be rendered ineffective when the top of car inspection control is activated.

#### **2.28 HOISTWAY ACCESS OPERATION (NEW)**

- A. Provisions shall be made to allow access to the hoistway through the use of hoistway access switches.
- B. Operating the access switch shall permit the car to be moved at slow speed (inspection speed) with the doors open to allow authorized persons to obtain access to the top of the car. This feature will only be functional with the elevator on in car inspection, and only from terminal landings. With a maximum distance allowable to access car top and pit area. Hoistway door interlocks shall still stop the motion of the elevator should they be opened when the car is on hoistway access operation, i.e. only the interlock at the floor that is being used to access either the car top of pit can be temporarily disabled in order to access those areas.

## **2.29 FIRE EMERGENCY OPERATION (NEW) (AUTHORITY HAVING JURISDICTION)**

- A. Phase I - Emergency Recall Operation shall be provided in accordance with the applicable ASME A17.1 code.
- B. The car operating station shall be provided with an indicator light and audible signal, each of which shall become activated when Phase I Operation is engaged.
  - 1. The warning buzzer shall cease to function once the car has completed the recall sequence and is positioned at the designated recall landing.
  - 2. The indicator light shall remain illuminated as long as Phase I Operation is activated.
- C. A two-position key-operated switch shall be provided on the designated recall landing per local law to manually activate Phase I Operation.
  - 1. When activated, Phase I Operation shall be arranged so that in order to restore normal service, the car must first be returned to the designated recall landing, after which the Phase I key-switch must be turned to the 'OFF' position.
- D. Phase II - Emergency Recall In-Car Operation shall be provided in accordance with applicable ASME A17.1 code.
- E. The car operating panel shall be modified or equipped with a three-position, key-operated switch to engage Phase II Operation subsequent to completing the Phase I recall sequence and parking at the designated recall landing.
- F. The car operating panel shall be provided with a 'CALL CANCEL' push button that functions only under Phase II Operating mode.
  - 1. When operated, the button shall cause any previously registered car calls to cancel.
- G. The car operating panel shall be engraved with required fire control identifications per AHJ local law.
- H. A "Standardized Fire Recall Key" shall be used in accordance with the applicable Codes.
- I. Should a card reader or key security system be installed, they shall be overridden by Phase I and Phase II Fireman's Service

## **2.30 CAR DOOR DEVICES AND OPERATION (NEW)**

### **2.31 CAR/HOISTWAY DOOR OPERATION (NEW)**

- A. Car and hoistway doors shall be arranged to operate in unison without excessive noise or slamming in either direction of travel.
  - 1. Door opening speeds of two (2) feet per second shall be provided in conjunction with closing speeds of 1.0 feet per second in accordance with governing code.
  - 2. Door operation shall be arranged to commence as the car enters its final leveling approach to a landing. In no case shall the door opening cycle conclude before the car comes to a complete stop at floor level.
  - 3. Door open and door close time shall be measured between the moment car door operation in either direction begins and the instant at which that cycle is completed.
  - 4. When responding to either a car or corridor call, the amount of time that the elevator door remains stationary in the open position shall be adjustable up to sixty (60) seconds.
    - a. Door open dwell time for a corridor call shall be separate of that for a car call, and in both cases, dwell time shall be canceled whenever the car door protection device is momentarily interrupted by passenger transfers, followed by a reduced door open dwell time of approximately one (1) second (adjustable) after the door protection device is cleared of obstructions.

5. The operation of the door protective device by the interruption of one or more infrared light beams (dual or multi-beam non-contact) during the close cycle shall cause the immediate reversing of the doors to the full open position.
  6. The door closing cycle shall be arranged so that, in the event the door protective devices become continually obstructed after the normal door open dwell time has expired, and following a time interval of approximately thirty (30) seconds (adjustable), a warning tone shall sound and the door closing cycle shall commence at reduced speed and torque per applicable Code requirements.
  7. Each car operating station shall be provided with a “door open” and “door close” push button.
    - a. Pressure on the “door open” button shall cause doors in the full open position to remain so and doors engaged in the close cycle to reverse direction and assume the full open position so long as pressure remains applied to the button.
    - b. The “door open” buttons shall also control the open cycle during Phase II - Emergency In-car Operation.
    - c. The “door close” push button shall function on Independent Service, Attendant Service or Phase II - Emergency In-car Operation as well as during normal automatic operations.
  8. Repeated attempts by the power door operator mechanisms to open or close the door at any landing shall be monitored by the microprocessor-control system.
    - a. In the event the door should fail to cycle properly after a preset (adjustable) number of attempts, the car shall either travel to the next stop or remove itself from service, depending upon whether the malfunction is in the open or close cycle.
  9. Each hoistway door shall be provided with an automatic self-closing mechanism arranged so that if the car should leave the landing while the hoistway door is unlocked, the closing device shall immediately close and lock the door.
  10. Car door shall be arranged so as to prevent their being manually opened from inside the car unless the elevator is positioned within a floor landing zone.
- B. Master Door Power Operator System – VVVF/AC (NEW) GAL MOVFR II OR APPROVED EQUAL.
1. Provide a heavy-duty master door operator on top of the elevator car enclosure for power opening and closing of the cab and hoistway entrance door panels.
  2. Operator shall utilize an alternating current motor, controlled by a variable voltage, variable frequency (VVVF) drive and a closed-loop control with programmable operating parameters.
    - a. System may incorporate an encoder feedback to monitor positions with a separate speed sensing rotating device or an encoder less closed-loop VVVF-AC control to monitor motor parameters and vary power applied to compensate for load changes.
  3. The type of system shall be designated as a high-speed operator, designed for door panel opening at an average speed of 2.0 feet per second and closing at approximately 1.0 foot per second.
    - a. Reduce the closing speed as required to limit kinetic energy of closing doors to within values permitted by ASME A17.1 as may be adopted and/or otherwise modified by the AHJ.
  4. The door shall operate smoothly without a slam or abrupt motion in both the opening and closing cycle directions.
    - a. Provide controls to automatically compensate for load changes such as:
      - i. Wind conditions (stack effect)
      - ii. Use of different weight door panels on multiple landings



- iii. Other unique prevailing conditions that could cause variations in operational speeds.
  - b. Provide nudging to limit speed and torque in conjunction with door close signaling/closing and timing devices as permitted by ASME A17.1 as may be adopted and/or otherwise modified by the AHJ. Nudging shall be initiated by the signal control system and not from the door protective device.
  - 5. In case of interruption or failure of electric power from any cause, the door operating mechanism shall be so designed that it shall permit emergency manual operation of both the car and corridor doors only when the elevator is located in the floor landing unlocking zone.
    - a. The hoistway door shall continue to be self-locking and self-closing during emergency operation.
    - b. The door operator and/or car door panel shall be equipped with safety switches and electrical controls to prevent operation of the elevator with the door in the open position as per ASME A17.1 Code Standards.
    - c. Provide zone-lock devices as required by ASME A17.1 as may be adopted and/or otherwise modified by the AHJ.
  - 6. Construct all door operating levers of heavy steel or reinforced extruded aluminum members, designed for stress and forces imposed on the related parts, linkages and fixed components during normal and emergency operation functions.
    - a. All pivot points shall have either ball or roller-type bearings, oil lite bronze bushings or other non-metallic bushings of ample size.
- C. Car Door Zone Lock Restrictor (NEW) (RECOMMENDED)
- 1. Provide a car door zone lock restrictor.
    - 1. Must be of stationary cam type or approved equal.**
  - 2. In case of interruption or failure of electric power from any cause, the door operating mechanism shall permit emergency manual operation of both the car door and the hoistway door only within the floor landing zone.
    - a. The hoistway door shall continue to be self-locking and self-closing.
    - b. The door operator shall operate in conjunction with or be equipped with all gate switches and safety contacts required by ASME A17.1 Code.
    - c. Provide zone-lock devices as required by applicable local codes and ASME A17.1 standards.
- D. Car Door Hangers, Sheaves, Tracks and Gate Switch (NEW)
- 1. Provide a sheave type two-point suspension hanger and track for each car door.
  - 2. Sheaves shall be hardened steel, not less than 3-1/4 inches in diameter with sealed grease packed precision ball bearings.
  - 3. The up thrust shall be taken by a roller mounted on the hanger and arranged to ride on the underside of the track.
  - 4. The track shall be of formed cold rolled steel or cold drawn steel and shall be rounded on the track surface to receive the hanger sheaves.
  - 5. The track shall be removable and shall not be integral with the header.
  - 6. Provide a gate switch that mounts directly to the car door track.
  - 7. The gate switch shall prevent movement of the elevator until such time as it signals the control equipment that the car door has physically closed.
- E. Car Doors (NEW)
- 1. Provide standard 1" thick, 14-gauge hollow metal flush modernization panels, reinforced for power operation and insulated for sound deadening.

2. Paint the hoistway side of each panel black and face the cab side with 16-gauge sheet steel matching the existing returns or in selected material and finish as otherwise directed by Owner/Architect.
  3. The panels shall have no binder angles and welds shall be continuous, ground smooth and invisible.
  4. Drill and reinforce panels for installation of door operator hardware, door protective device, door gibs, etc.
    - a. Provide each door panel with two removable laminated plastic composition guides, arranged to run in the sill grooves with minimum clearance.
    - b. The guide mounting shall permit their replacement without removing the door from the hangers.
- F. Door Reopening Device (NEW)
1. Provide an infrared curtain door protection system.
  2. The door shall be prevented from closing and reopen when closing if a person interrupts any one of the light rays.
  3. The door shall start to close when the protection system is free of any obstruction.
  4. The infrared curtain protective system shall provide:
  5. Protective field not less than 71" above the sill.
  6. Where a horizontal infrared light beam system is used minimum of 47 light beams.
  7. Accurately positioned infrared lights to conform to the requirements of the applicable handicapped code.
  8. Modular design to permit on board test operation and replacement of all circuit boards without removing the complete unit.
  9. Controls to shut down the elevator when the unit fails to operate properly.
  10. Existing infrared door protection systems, designed in accordance with the criteria specified herein, may be retained and refurbished for new subject to the Consultant's review and approval.

## **2.32 FINISH AND MATERIALS**

### **A. Car Interior Finishes**

1. Car interior finishes shall be as selected by Owner and/or Architect.
2. Contractor shall provide samples of finishes as required for approval prior to fabrication.
3. Shop drawings are to be provided and approved by owner and consultant.
4. Refer to specifications for other design requirements.
5. Special attention shall be given to flooring materials and suitability for intended duty.
6. Car sills will be new.

## **2.33 CAR ENCLOSURES AND ACCESSORIES (NEW)**

Cab allowance \$25,000 per cab with the preferred cab company and subject to owners final approval. (Increased height of cab dome-if possible-will be optional and subject to a change order).

### **SCOPE OF ELEVATOR CAB WORK (BY CAB COMPANY CHOSEN BY ELEVATOR COMPANY)**

**Elevator Cab To Be Installed Per Owner And Consultant Agreed Upon Mock U  
Sample of typical cab equipment listed below:**

**DOMES:** To be manufactured in 12 gauge CRS with standard code compliant escape hatch.

**CEILING:** Raise cab ceiling to maximum height allowed by crosshead equipment.

**SHELL:** To be manufactured in 14 gauge CRS.

**SUSPENDED CEILING:** Ceiling to be faced and edged in white laminate backed by fire-rated plywood containing six (6) recessed LED downlights. Removable ceiling panel to line-up with canopy escape hatch. Ceiling to drop down at least 3.5" from the canopy and ceiling edges will be at least 2" away from the walls.

**WALL PANELS:** Panels on each wall are to be raised removable full-length vertical panels. Panels are to be faced and edged in textured stainless steel 5wl pattern backed by fire-rated plywood. Recessed reveals, base, and frieze pieces.

**HANDRAILS:** To be stainless steel mounted on the rear wall.

**STATIONARY FRONT RETURN PANELS:** To be made as one (1) piece flush with the return.. Cutout for applied car stations to be provided. Return panels to stop at the height of the opening.

**STRIKE JAMB & FULL-LENGTH TRANSOM:** To be selected finish.

**CAR DOORS:** To be CRS hollow metal door panels with selected facing.

**NOTES:**

- includes selected sill, an exhaust fan, and a set of protection pads.
- Cab flooring to be selecte

**B. Elevator Cab Enclosure Fan (NEW)**

1. Provide an exhaust type two-speed fan unit with cover grill, mounting accessories and necessary cab enclosure modifications.
  - a. Fan unit shall include self-lubricating motor with housing rubber mounted for sound vibration isolation.
2. Provide a key switch in the elevator cab enclosure for control of fan unit.
3. Provide necessary wiring and approved conduit to properly connect fan unit with power source and control key switch.

**C. Elevator Cab Emergency Lighting and Alarm Bell (NEW)**

1. Provide a self-powered emergency lighting system in the elevator car, consisting of alarm bell and a power pack unit.
2. For Emergency Lighting, use the EPCO Flexilite System or approved equal which uses the cab lighting as the emergency lights in the event of a power loss.
3. Provide nickel cadmium batteries and a charger and mount the power pack on top of car.
4. Arrange for completely automatic operation when normal power is interrupted.
5. Provide a test button and indicator light in the car station service cabinet.
6. Unit shall provide continuous illumination and mechanical ventilation for at least four (4) hours and one (1) hour alarm bell operation.
7. The operation shall be completely automatic upon failure of normal power supply. Unit shall be connected to normal power supply for car lights and arranged to be energized at all times. It automatically recharges battery after use.
8. A 6" diameter alarm bell with a sound output of between 80-90 dBA (measured from a distance of 10") shall be mounted on top of the elevator car. Activation of this bell shall be

controlled by the ALARM button in the car operating station which shall illuminate when pressed.

D. Car Enclosure Work Light and Receptacle (NEW)

1. The top and bottom of each car shall be provided with a permanent lighting fixture and 110 volt GFCI receptacle.
2. Light control switches shall be located for easy accessibility from the hoistway entrance.
3. Where sufficient overhead clearance exists, the car top lighting fixture shall be extended no less than 24" above the crosshead member of the car frame.
4. Light bulbs shall be guarded so as to prevent breakage or accidental contact.

E. Load Weighing Device (NEW)

1. Provide a device that will detect an "overload" condition when the load in the elevator exceeds the capacity listed on the car operating panel.
2. The device will activate a "Jewel" or indicator stating "overload condition-exit elevator".
3. The device will sound an audible signal.
4. The device will take the elevator out of service.

F. Static and Dynamic Balancing New Cab:

1. Elevator Contractor shall include cost of static and dynamic balancing.
2. Elevator Contractor shall verify dynamic balancing of counterweight frame to 40% - 42% or machine manufacturers requirement.
3. Elevator Contractor is responsible for ensuring that any weight added to the cab does not exceed the maximum permissible limits of the machine sheave shaft loading.
4. Elevator Contractor shall weigh the existing cab to determine if it exceeds the maximum allowable weight limit. The Elevator Contractor is responsible for providing this weight to the elevator cab vendor.
5. If the existing cab weight, and/or the new cab weight exceeds the maximum allowable limits, (5%), of the sheave shaft load, action must be taken to lower the cab weight to a permissible level.

**2.34 HOISTWAY DOOR PANELS (RETAIN& REFURBISH-BY OTHERS).**  
**HOISTWAY DOOR PANELS-LOBBY ONLY-NEW (OPTIONAL)**

**2.35 HOISTWAY DOOR EQUIPMENT-(NEW ALL FLOORS).**

A. Tracks, Hangers, Closers and Related Equipment (NEW)

1. Formed or extruded steel landing door hanger tracks shall be provided.
2. Each landing door panel shall be suspended from a pair of door hanger assemblies that are compatible with the hanger tracks.
  - a. Hanger assemblies shall be directly mounted to the door panel using 3/8" diameter or better hardware.
  - b. Solid steel blocks shall be used where job-site conditions dictate the use of spacers between hanger assemblies and the landing door panel.
    - i. Jacking bolts or "U" shaped spacers are not acceptable for this application.
  - c. Hanger assemblies shall be adjusted or shimmed so that door panels are suspended in a plumb manner with no more than 3/8" vertical clearance to the cab entrance threshold.
  - d. Up thrust rollers shall be adjusted for minimal operating clearance against the bottom edge of the hanger track.

3. Each set of center opening landing doors shall be provided with a cable driven relating mechanism which is compatible for use with the door hanger assemblies.
  - a. The relating mechanism shall be properly tensioned and adjusted so as to equalize the relationship between the door panels and the hoistway entrance.
4. Each set of multi-speed center opening, or side slide landing doors shall be provided with a sill-mounted spring closing mechanism.
5. Each set of single speed side slide landing doors shall be provided with a sill-mounted spring closing mechanism.
  - a. Spirator-type spring closers shall be acceptable ***only if*** prevailing sill depth or runby clearance conditions require their use.
6. Where applicable, each hoistway door interlock assembly shall be provided with an emergency release mechanism utilizing manufacturers' standard type access key at all landings served.
  - a. Drill each hoistway door to accommodate manufacturers standard lock release key and install escutcheon. Escutcheon shall be brushed stainless steel to match door panels where required. Aluminum shall be provided at all other typical floors.

### **2.36 HOISTWAY ELECTRICAL INTERLOCKS-NEW (ALL FLOORS).**

1. Each set of landing doors shall be provided with a complete electromechanical interlock assembly.

Each interlock assembly shall consist of:

  - a. A switch housing with contacts
  - b. Lock keeper
  - c. Clutch engagement/release subassembly
  - d. Associated linkages
2. Arrange the lock so that individual leading door panels (side slide or center opening) are locked when in the closed position.
3. Non-typical mounting arrangements for interlocks and/or related mechanisms must receive prior approval from the Consultant.
4. Each hoistway door interlock assembly shall be provided with an emergency release mechanism utilizing a drop-leaf type access key at all landings served.
5. Drill each hoistway door to accommodate manufacturers standard lock release key and install escutcheon. Escutcheon shall be brushed stainless steel to match door panels where required. Aluminum shall be provided at all other typical floors.

### **2.37 BOTTOM GUIDES AND SAFETY RETAINERS-NEW (ALL FLOORS).**

1. The bottom of each side sliding type hoistway door panel shall be equipped with a minimum of two (2) guiding members.
  - a. Metal mounting angles shall be secured to the integral panel frame structure; and when conditions warrant, additional external metal support plates or angles shall be installed to ensure the integrity of the panel frame is not compromised.
  - b. Guides shall be manufactured of low friction non-metal material with sufficient strength to withstand forces placed on door panels per ASME A17.1 Standards.

- c. Each guide assembly shall incorporate a steel fire stop and be so designed to permit sliding member replacements without removal of door panel(s) from top hanger devices.
    - d. Panels shall be hung with a maximum vertical clearance of 3/8 inch between top of sill and bottom of panel and the guide shall engage the sill groove by not less than 1/4 inch.
  2. The bottom of each side sliding type hoistway door panel shall be equipped with a guiding member safety retainer and stationary sill block to prevent displacement in the event of primary guide means failure.
    - a. A metal reinforcement (12 gauge stainless or galvanized steel) shall be installed between the two (2) primary guiding members (a.k.a. "Z" bracket).
    - b. The reinforcement shall be designed with a minimum length of 8 inches or the maximum possible length that will fit between the primary members and a minimum overall height of 2.5 inches secured on the internal face of the door panel. (Hoistway side)
    - c. The retainer shall be set with the supplemental safety angle 3/8 inch into the corresponding sill groove; and be capable of preventing displacement of the panel no more than 3/4 inch with an applied force of 1,125 lb. at right angles over an area 12 inches x 12 inches at the approximate center of the door panel.

## **2.38 SIGNAL EQUIPMENT (NEW)**

### **A. General**

1. The design and location of the hall and car operating and signaling fixtures shall comply with the ADAAG.
2. The operating fixtures shall be selected from the manufacturer's premium line of fixtures.
3. Custom designed operating and signaling fixtures shall be as shown on the drawings or as approved by the Architect/Project Manager/Consultant.
4. The layout of the fixtures including all associated signage and engraving shall be as approved by the Architect/Project Manager/Consultant.
5. Refer to drawings for other design requirements. Where no special design is shown the faceplates shall be as follows:
  - a. Passenger Elevators
    - i. Typical Floors: 1/8" thick stainless-steel faceplate with No. 4 finish.
6. Mount passenger elevator fixtures with tamperproof fasteners and service elevator fixtures with tamperproof screws. The screw and key switch cylinder finishes shall match faceplate finish.
7. Where key-operated switch and or key operated cylinder locks are furnished in conjunction with any component of the installation, four keys for each individual switch or lock shall be furnished, stamped or permanently tagged to indicate function.
8. All caution signs, code mandated instructions and directives shall be engraved and filled with epoxy.

### **B. Main Car Operating Panel (NEW)**

1. Provide a main car operating push button panel on the inside front return panel of the car.

2. The push buttons shall become individually illuminated as they are pressed and shall extinguish as the calls are answered.
3. Provide LED call registration lights.
4. The operating panel shall include:
  - a. A call button for each floor served.
  - b. "Door open" / "Door close" buttons which can also be used in conjunction with Fire Service.
  - c. "Alarm" button (Interfaced with emergency alarm).
  - d. "Emergency Stop" switch per local law.
  - e. Self-dialing, hands-free telephone and/or intercom with call acknowledging feature and A.D.A. design provisions. (See individual unit clarifications)
  - f. Three (3) position firefighter key operated switch, call cancel button and illuminated visual/audible signal system with mandated signage engraved per ASME A 17.1 Standards as modified by the AHJ.
  - g. Provide a locked service cabinet flush mounted and containing the key switches required to operate and maintain the elevator, including, but not limited to:
    - i. Independent/Attendant service switch with associated operating buttons and signal indicators.
    - ii. Key Operated Light Switch.
    - iii. Fan switch.
    - iv. G. F. I. duplex receptacle.
    - v. Emergency light test button and indicator.
  - h. Inspection Service Operation key switch.
5. Car operating panel shall incorporate a digital L.E.D. floor position indicator, emergency light lens unit and black-filled engraved unit I.D. number or other nomenclature, as approved bell and a power pack unit.
  - a. The light fixture shall contain a minimum of two (2) LED lamps. Flush mount the light fixture in the main car station. The fixture shall have a milk white lens. Mount the power pack to the top of the cab canopy.
  - b. The operation shall be completely automatic upon failure of normal power supply.
6. Unit shall be connected to normal power supply for car lights and arranged to be energized at all times so it automatically recharges battery after use.
7. Provide a 6" diameter alarm bell with a sound output of between 80-90 dBa (measured from a distance of 10') mounted on top of the elevator car.
  - a. Activation of this bell shall be controlled by the ALARM button in the car operating station which shall illuminate when pressed.

C. Emergency Voice Communication (Intercom)

1. A standard hands-free emergency voice communication system shall be furnished in each car mounted as an integral part of the car operating panel.
2. Necessary wires shall be included in the car traveling cable and shall consist of a minimum of one shielded pair of 20AWG conductors.
3. 120V power shall be provided to power the hands-free device.

D. Emergency Alarm/Battery Back-up and Common Alarm Bell (NEW)

1. Provide a car-mounted battery unit including solid-state charger and testing means enclosed in common metal container.
  - a. The battery shall be rechargeable nickel cadmium with a 10-year minimum life expectancy.
  - b. The alarm bell shall be mounted directly to the battery/charger unit and connected to sound when any alarm push button or stop switch in the car enclosure is operated.
  - c. The bell shall be configured to operate from power supplied by the building emergency power generator.
2. Provide a common alarm bell located in the elevator pit.
  - a. The bell shall be configured to operate when the alarm or stop switch of any elevator is activated, during both normal and battery back-up power conditions.
  - b. Existing common alarm bells may be rehabilitated and reused providing they meet the intent of this section and applicable codes.

E. Car Position Indicator (NEW)

1. The position of the car in the hoistway shall be indicated by the illumination of the position indicator numeral corresponding to the floor at which the car has stopped or is passing.
  - a. Provide 2" high, 10-segment LED type position indicator with direction arrows, integral with the car operating panel.
  - b. Provide Lexan cover lens with hidden support frame behind fixture plate to protect the indicator readout.
  - c. Provide audible floor passing signal per ADA standards where not provided by the elevator signal control.
  - d. Flush mount fixture with cover to match selected car front or car operating panel finish as directed by the Owner.

F. Car Direction Lantern (NEW)

1. Provide a car riding lantern with visual and audible signal in the edge of the strike and/or return post.
2. The lens shall project a minimum of 1/4" and shall be of solid Plexiglas.
3. Use tamperproof screws with surface mount faceplate.
4. Car lantern shall indicate the direction of travel when doors are 3/4 open.
5. The unit shall sound once for the "up" direction and twice for the "down" direction.
  - a. Provide an electronic chime with adjustable sound volume.

G. Corridor Push Button Station -Surface Mount (Includes LED floor indicator on all floors)

1. A riser of surface-mounted push button signal fixtures shall be provided on each landing.
2. Each new signal fixture shall consist of:
  - a. Faceplate.
  - b. Up and down illuminating push buttons measuring 3/4" at their smallest dimension as selected by the Owner.
  - c. Buttons to a height of 42" above the floor.
  - d. Installed surface mounted to the finished wall.
3. Intermediate landings shall be provided with fixtures containing two (2) push buttons while terminal landings shall be provided with fixtures containing a single push button.
4. Include firefighter key switch in the main lobby level station or other designated recall landing.
5. Provide a digital floor position indicator with 1" high numerals at all landings served.



H. Car and Hall Call Buttons (NEW)

1. Provide stainless steel convex type button as selected by the Designer from the manufacturer's premium line of push buttons.
  - a. The button shall have a collar with LED call registered light.

I. Hoistway Access Switch (NEW)

1. Install a cylindrical type keyed switch at top terminal in order to permit the car to be moved at slow speed with the doors open to allow authorized persons to obtain access to the top of the car.
2. Where there is no separate pit access door, a similar switch shall be installed at the lowest landing in order to permit the car to be moved away from the landing with the doors open in order to gain access to the pit.
3. This switch is to be of the continuous pressure spring-return type and shall be operated by a cylinder type lock having not less than a five (5) pin or five (5) disc combination with the key removable only in the "OFF" position.

J. Elevator Monitoring System (EMS)

1. Install a desktop monitor (replacing the existing in its present location and one in the machine room).
2. The EMS should be equipped with various options for managing the elevator system that allow operation mode switching, parking, independent service, access control, floor lockouts, and other positioning features.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

A. Inspection

1. Study the Contract Documents with regard to the work as specified and required so as to ensure its completeness.
2. Examine surface and conditions to which this work is to be attached or applied and notify the Owner in writing if conditions or surfaces are detrimental to the proper and expeditious installation of the work. Starting the work shall imply acceptance of the surfaces and conditions to perform the work as specified.
3. Verify, by measurements at the job site, dimensions affecting the work. Bring field dimensions, which are at variance with those on the accepted shop drawings to the attention of the Owner. Obtain the decision regarding corrective measures before the start of fabrication of items affected.
4. Cooperate in the coordination and scheduling of the work of this section with the work of other sections so as not to delay job progress.

### **3.2 INSTALLATION**

A. Installation

1. Install the elevators, using skilled personnel in strict accordance with the final accepted shop drawings and other submittals.

2. Comply with the code, manufacturer's instructions and recommendations.
3. Coordinate work with the work of other building functions for proper time and sequence to avoid delays and to ensure right-of-way of system. Use lines and levels to ensure dimensional coordination of the work.
4. Accurately and rigidly secure supporting elements within the shaft ways to the modernization within the tolerance established.
5. Provide and install motor, switch, control, safety and maintenance and operating devices in strict accordance with the submitted wiring diagrams and applicable codes and regulations having jurisdiction.
6. Arrange door tracks and sheaves so that no metal-to-metal contact exists.
7. Reinforce hoistway fascia's to allow not more than 1/2" of deflection.
8. Install elevator cab enclosure on platform plumb and align cab entrance with hoistway entrances.
9. Sound isolate cab enclosure from car structure. Allow no direct rigid connections between enclosure and car structure and between platform and car structure.
10. Isolate cab fan from canopy to minimize vibration and noise.
11. Remove oil, dirt and impurities and give a factory coat of rust inhibitive paint to all exposed surfaces of struts, hanger supports, covers, fascia's, toe guards, dust covers and other ferrous metal.
12. Pre-hang traveling cables for at least 24 hours with ends suitably weighted to eliminate twisting after installation.

### **3.3 PROJECT PHASING**

1. **PHASE 1-** Submittal approvals and confirmations shall be completed within Six (6) weeks from date of contract award.
  - a. Selection confirmations.
  - b. Manufacturer's shop drawings applicable, i.e., fixtures, cab, machine room layouts, doors, etc.
  - c. Engineering data acknowledgment applicable, i.e., power, heat, structural loads.
  - d. Delivery dates for major component suppliers, i.e., controls, machinery, fixtures, cabs, etc.
  - e. Posting of permits or other governing agency authorizations to proceed.
  - f. Proposed work implementation schedule based on the aforementioned procedures.
  - g. Prevailing conditions review and layout.
  - h. Selection meeting for aesthetic design and finishes with Owners' designee.
  - i. Approval of submittals.

Tentative Date Of Submittal Approval : As per schedule provided after bid.

2. **PHASE 11** – Material Delivery As per schedule provided after bid.

Tentative Date of Material Delivery As per schedule provided after bid.

3. **PHASE 111**– Implementation

Tentative Start Of Modernization Date: As per schedule provided after bid.

Duration To Completion: Approximately As per schedule provided after bid.

- a. Modernize #1Car  
Tentative Completion Date: As per schedule provided after bid.
- b. Modernize #2Car  
Tentative Completion Date: As per schedule provided after bid.
- c. Modernize #3Car  
Tentative Completion Date: As per schedule provided after bid.
- d. Modernize #4Car  
Tentative Completion Date: As per schedule provided after bid.

**Tentative Final Completion Date:** Max 300 days.

### **3.4 FIELD QUALITY CONTROL**

#### **A. Inspection and Testing**

- 1. Upon completion of each work phase or individual elevator specified herein, the Contractor shall, at its own expense, arrange and assist with inspection and testing as may be required by the State and municipal governing authorities in order to secure a Certificate of Operation.

#### **B. Substantial Completion**

- 1. The work shall be deemed "Substantially Complete" for the unit when, in the opinion of the Consultant, the unit is complete, such that there are no material and substantial variations from the Contract Documents, and the unit is fit for its intended purpose.
- 2. Governing authority testing shall be completed and approved in conjunction with inspection for operation of the unit; a certificate of operation or other required documentation issued; and remaining items mandated for final acceptance completion are limited to minor punch list work not incorporating any life safety deficiencies.
- 3. The issuance of a substantial completion notification shall not relieve the Contractor from its obligations hereunder to complete the work.

#### **C. Final Completion**

- 1. Final completion cannot be achieved until all deliverables, including but not limited to training, spare parts, manuals, and other documentation requirements, have been completed.

#### **D. Contractor's Superintendent**

- 1. The Contractor shall assign a competent project superintendent during the work progress and any necessary assistant, all satisfactory to the Owner. The superintendent shall represent the Contractor and all instructions given to him shall be as binding as if given to the Contractor.

### **3.5 PROTECTION AND CLEANING**

#### **A. Protection and Cleaning**

- 1. Adequately protect surfaces against accumulation of paint, mortar, mastic and disfiguration or discoloration and damage during shipment and installation.

2. Upon completion, remove protection from finished surfaces and thoroughly clean and polish surfaces with due regard to the type of material. Work shall be free from discoloration, scratches, dents and other surface defects.
3. The finished installation shall be free of defects.
4. Before final completion and acceptance, repair and/or replace defective work, to the satisfaction of the Owner, at no additional cost.
5. Remove tools, equipment and surplus materials from the site.

### **3.6 DEMONSTRATION**

#### **A. Performance and Operating Requirements**

1. Passenger elevators shall be adjusted to meet the following performance requirements:
  - a. Speed: within 5% of rated speed under any loading condition.
  - b. Leveling: within 1/4" under any loading condition.
  - c. Typical Floor-to-Floor Time: (Recorded from the doors start to close on one floor until they are 3/4 open at the next floor.)
  - d. Door Operating Times

Door Type	Opening	Closing
single side opening	2.0 – 2.5 sec	4.0 – 4.8 sec
two speed side opening	2.1 – 2.6 sec	4.1 – 4.9 sec
  - e. Door dwell time for hall calls: 4.0 sec with Advance lantern signals
  - f. Door dwell time for hall calls: 5.0 sec without Advance lantern signals
  - g. Door dwell time for car calls: 3.0 seconds
  - h. Reduced non-interference dwell time: 1.0 seconds.
2. Maintain the following ride quality requirements for the passenger elevators:
  - a. Noise levels inside the car shall not exceed the following:
    - i. Car at rest with doors closed and fan off - 40 dba.
    - ii. Car at rest with doors closed, fan running - 55 dba.
    - iii. Car running at high speed, fan off - 50 dba.
    - iv. Door in operation - 60 dba.
  - b. Vertical accelerations shall not exceed 14 milli-g and horizontal accelerations shall not exceed 20 milli-g.
    - i. The accelerometer used for this testing shall be capable of measuring and recording acceleration to nearest 0.01 m/s<sup>2</sup> (1 milli-g) in the range of 0-2 m/s<sup>2</sup> over a frequency range from 0-80 Hz with ISO 8041 filter weights applied. Accelerometer should provide contact with the floor similar to foot pressure, 60 kPA (8.7psi).
  - c. Amplitude of acceleration and deceleration shall not exceed 4.0 ft/sec<sup>2</sup>.
  - d. A sustained jerk shall not be more than twice the acceleration.
  - e. The rate of change in the acceleration/deceleration rate shall not be greater than 8.0 ft/sec<sup>3</sup>.

#### **END OF BASE BID ITEM SPECIFICATION**