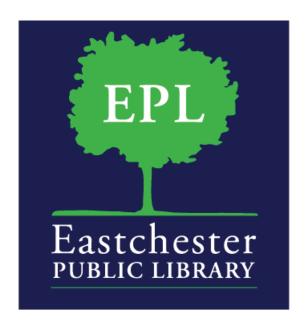
EASTCHESTER PUBLIC LIBRARY RESTROOM ALTERATIONS

PROJECT MANUAL



January 26, 2024

ISSUED FOR BID



333 Westchester Avenue White Plains, New York 10604

LAA Project No. 2662-00

OWNER

EASTCHESTER PUBLIC LIBRARY RESTROOM ALTERATIONS

PROJECT MANUAL

Date: January 26, 2024

Issued For BID

EASTCHESTER PUBLIC LIBRARY 11 Oakridge Place Eastchester, New York 10709 Contact: Tracy Wright - Director

P. 914 721 8100

E-Mail: twright@eastchesterlibrary.org

LOTHROP ASSOCIATES ARCHITECTS, D.P.C. ARCHITECT

333 Westchester Avenue White Plains, New York 10604 Contact: Vincent Lisanti - Associate

P. 914 741 1115-xt 233

E-Mail: vlisanti@lothropassociates.com

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END OF SECTION 00003

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000100 - ADVERTISEMENT FOR BIDS

LEGAL NOTICE

Notice is hereby given that the Eastchester Public Library will receive sealed bids for **RESTROOM ALTERATIONS- EASTCHESTER PUBLIC LIBRARY**, 11 Oakridge Place, Eastchester, New York 10709, in accordance with the Documents prepared by the office of Lothrop Associates D.P.C., Architects, 333 Westchester Avenue, White Plains, NY 10604.

All proposals shall be on a lump sum basis and include all Restroom Alteration work under a single Contract. Segregated proposals will not be accepted. In general, the work includes demolition, fixture replacement, new finishes and accessories.

A non-mandatory pre-bid conference will be held at the site on **February 7, 2024 at 10:00 AM** local time.

Proposals will be received until **2:00 PM local time on February 22, 2024** at the Office of The Town Clerk, Eastchester Town Hall, 40 Mill Road, Eastchester, New York 10709, at which time they will be publicly opened and read aloud.

Bid documents will be made available at 9:00 AM on January 26, 2024 and may be obtained from the Architect as follows:

All prospective bidders must register with Lothrop Associates Architects, D.P.C. via e mail in order to obtain the bid documents. The following information is required:

- 1. Company name, address, phone number.
- 2. Contact person and e mail address.
- 3. Fax number (optional).
- 4. Request access to FTP site or Drop Box to obtain bid documents.

Send the above information via e mail to: **vlisanti@lothropassociates.com**Upon receipt of this information, a password will be sent to the registered prospective bidder via e-mail and prospective bidders may then download the bid documents. Bids will be accepted only from registered bidders. Only registered bidders will be notified of addenda availability via the FTP site or Drop Box.

Bid security shall be submitted with each bid in the amount of five percent (5%) of the Base Bid.

Bidders must be properly licensed under the laws governing their respective trades and be able to obtain Insurance and Bonds required for the Work.

The successful Bidder shall be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the total Contract Amount.

All bids shall be submitted in an opaque, sealed envelope clearly marked "RESTROOM ALTERATIONS – EASTCHESTER PUBLIC LIBRARY", addressed to: Town Clerk, Eastchester Town Hall, 40 Mill Road, Eastchester, New York 10709. Unless otherwise permitted by law, no bids may be withdrawn for a period of forty-five (45) days after the date of the bid opening.

Time of Completion: 90 calendar days from Notice to Proceed.

Bidders are informed herewith that this is a Prevailing Wage Project. The current Prevailing Wage Schedule is included in the Bidding Documents.

The Library reserves the right to reject all bids and to waive any informality or irregularity in any or all bids.

LATE BIDS - All bids received after the deadline date and time stated above will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by Owner's employees or volunteers. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid deposited on time at the place specified.

Dated:

January 26, 2024 Town of Eastchester

40 Mill Road

Eastchester, New York 10709

END OF SECTION 000100

SECTION 000200- INSTRUCTIONS TO BIDDERS

PART 1- INVITATION

1.1 Sealed bids for a single prime construction contract to include the following work are invited for the construction of:

RESTROOM ALTERATIONS EASTCHESTER PUBLIC LIBRARY 11 OAKRIDGE PLACE, EASTCHESTER, NY 10709

- 1.2 Bids shall be on a stipulated sum basis; segregated bids will not be accepted.
- 1.3 BIDS SHALL BE SUBMITTED IN DUPLICATE.
- 1.4 Bids will be received at the place below and until the date and time below, at which time the bids will be opened in public and read aloud.

Place: Office of the Town Clerk

Eastchester Town Hall

40 Mill Road

Eastchester, New York 10709

February 22, 2024 at 2:00 PM

- 1.5 All Bids received after the bid opening date and time stated herein will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees in the Library. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the Bid deposited on time at the place specified. Bids will NOT be accepted via facsimile or e-mail.
- 1.6 Unless otherwise permitted by law, no Bids may be withdrawn unless and until no award has been made within forty-five (45) days from the date of the Bid Opening. Withdrawals must be in writing, sent by certified mail and received by the Owner prior to the time fixed for opening. Upon such withdrawal any deposits provided as a condition precedent to the reception or consideration of the Bid shall be forthwith returned. Negligence on the part of the Bidder in preparing its Bid confers no right for the withdrawal of the Bid after it has been opened.

PART 2- BIDDING DOCUMENTS

- 2.1 The bidding documents consist of the following: (i) Instructions to Bidders, (ii) Drawings, (iii) the Project Manual, and (iv) the Addenda (if any) issued during the bidding period. (Collectively, the "Bidding Documents").
- 2.2 The Bidding Documents will be made available at the following time and location:

- A. DATE/TIME: January 26, 2024 at 9:00AM
- B. LOCATION: Lothrop Associates Architects, D.P.C. FTP site or Drop Box.

2.3 INSTRUCTIONS

- A. All prospective bidders must register with Lothrop Associates Architects, D.P.C. via e mail in order to obtain the bid documents. The following information is required:
 - 1. Company name, address, phone number.
 - 2. Contact person and e mail address.
 - 3. Fax number (optional).
 - 4. Request access to FTP site to obtain bid documents.

Send the above information via e mail to: **vlisanti@lothropassociates.com**Upon receipt of this information, a password will be sent to the registered prospective bidder via e-mail and prospective bidders may then download the bid documents. Bids will be accepted only from registered bidders. Only registered bidders will be notified of addenda availability via the FTP site.

- 2.4 Bidders are cautioned to inspect the Bidding Documents to inform themselves of the nature and extent of work necessary to complete the Contract.
- 2.5 Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and shall acknowledge their receipt in his bid.
- 2.6 A non-mandatory Pre-Bid Conference will be held at the Library on **February 7, 2024, at 10:00 AM**, local time. Bidders may visit the site at other times by appointment with the Library Director from Monday to Friday from 9:00 a.m. to 4:00 p.m.
- 2.7 Interpretations during bidding: address questions to **Vincent Lisanti at Lothrop Associates Architects, D.P.C.** by e-mail; **vlisanti@lothropassociates.com**: (914) 495 4291 (office) or (914) 907 5694 (mobile) Verbal questions will not be accepted. Responses will be by addendum made available on the FTP site, notices for which will be broadcast by e-mail.

PART 3 – QUALIFICATIONS OF BIDDERS

- 3.1 Contractor's Qualification Statement Each Bidder shall submit with his Bid a completed AIA Document A305 Contractor's Qualification Statement.
- 3.2 After the opening of Bids and when directed by the Owner, each of the three lowest Bidders shall submit additional information as the Owner may require concerning his financial conditions, present and proposed plant and equipment, the personnel and qualifications of his corporate organization, prior experience and performance record, and any other data indicating his ability to perform the Contract satisfactorily.
- 3.3 In addition to all evidence of qualifications submitted, and when directed by the Owner, selected Bidder, or a responsible agent, shall submit to an oral examination to be conducted by the Owner or its authorized representative in relation to his proposed materials and equipment to be incorporated in

the work, and such other matters (including a detailed breakdown of any bid) as the Owner may deem necessary in order to determine the Bidder's ability and responsibility to perform the work in accordance with the Contract Documents.

3.4 The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of the Bidder fails to satisfy the Owner that such Bidder is responsible and properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

3.5 DISQUALIFICATION

- A. The Owner reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
 - 1. prospective bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Bidding Documents to a prospective bidder;
 - 2. prospective bidder's default under previous contracts with the Owner;
 - 3. prospective bidder's unsatisfactory work on previous contracts with the Owner;
 - 4. prospective bidder is on any state debarment list or is otherwise prohibited by law from bidding on or being awarded the Contract or completing the Work.
- B. Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that it has the necessary ability, facilities, and equipment to commence the Work at the time prescribed and thereafter to perform and complete the Work at the rate or within the time specified. A Bid may be rejected if the Bidder is already obligated for the performance of other work that would delay the commencement, performance, or completion of the Work contemplated herein.
- C. The Owner reserves the right to reject any Bid if the information submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

PART 4 – BID REQUIREMENTS

4.1 DISTRIBUTION OF THE WORK:

A. The Work will be performed under a single prime contract to include all work indicated in the bid documents.

- 4.2 A. Each Bid shall include the Base Bid and all Alternate Proposals that are requested for the Contract.
 - Bidders shall submit a Proposal for each Alternate listed on the Bid Form. Failure to submit a Proposal for each and every Alternate, may result in an irregular Bid, and may be subject to rejection.
- 4.3 A. Period of Validity of Bid: Unless otherwise noted in the Agreement, in submitting, a Bid, the Bidder guarantees his prices for the following periods after the opening of Bids:
 - 1. Base Bid and Alternates: 45 days
- 4.4 A. Bids shall be submitted in duplicate on forms provided with the Bidding Documents and similar to those included in Section 000300 hereinafter.

4.5 BID SECURITY

- A. As Bid security, each Bid shall be accompanied by a certified check or bid bond (the "Bid Security") in the amount of five percent (5%) of the Base Bid, payable without condition to the Library as a guaranty that the Bidder, if the Bid is accepted, will execute the Contract in accordance with the Bidding and other Contract Documents, will provide proof of requisite insurance, and will furnish good and sufficient bonds for the faithful performance of the same, and for the payment to all persons supplying labor and material for the Work. The Bidder to whom the Contract is awarded will be required to furnish performance and labor and material payment bonds from an acceptable surety company in the form included in the Bidding Documents in the total amount of the Contract.
- B. Bidders submitting a bank check as Bid Security shall also submit a Certificate of Surety from a licensed surety bond company in the form set forth in the Bidding Documents assuring the Owner that the surety will provide the performance and payment bonds required by the Bidding Documents. Bidders submitting a Bid Bond as Bid Security are not required to submit a Certificate of Surety.
- C. A sample Certificate of Surety Form is included with the Bid Proposal Form.
- D. All sureties must be listed on the US Department of Treasury listing of Approved Sureties (Treasury Department Circular 570) and licensed to do business in New York State, with a minimum rating by A.M. Best of (A-) in the "Best's Key Rating Guide".
- E. The General Conditions of the Contract require the Contractor to execute the Agreement and furnish acceptable Performance and Labor and Material Payment Bonds, and proof of insurance before commencement of the Work. If the Successful Bidder shall fail or neglect to sign and execute the Agreement and bonds within ten (10) days after the Notice of Award, or fails to submit acceptable evidence of required insurance within ten (10) days of the Effective Date of the Agreement, such failure or neglect will be deemed to be abandonment of the Agreement by the Bidder, and the Bid Security shall be forfeited to and retained by the Owner for its own account and, in addition, the Owner shall be entitled to liquidated damages of the difference between the forfeited Bid Security and the additional cost to the Owner by reason of said abandonment. Upon such abandonment, the Owner shall have the authority to make an award to another Bidder or readvertise for bids.

4.6 Delivery of bids shall be in sealed envelopes, each endorsed:

CONSTRUCTION BID, RESTROOM ALTERATIONS EASTCHESTER PUBLIC LIBRARY 11 OAKRIDGE PLACE, EASTCHESTER, NY

SUBMITTED BY	(Name	and a	address	of Bidder
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A. The outer envelope shall be addressed to:

Town Clerk
Eastchester Town Hall
40 Mill Road
Eastchester, New York 10709

- B. No oral, electronic or telephonic bids or modifications will be considered.
- 4.7 Each Bidder shall submit with its Bid a separate sealed list that names each subcontractor that the Bidder will use to perform the Work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the Owner, upon a showing presented to the Owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all Bidders shall be returned to them unopened after the contract award.
- 4.8 QUESTIONS AND INTERPRETATION OF BIDDING DOCUMENTS:
 - A. Should a Bidder find any discrepancies in or omissions from, any of the documents, or be in doubt as to their meaning, he shall at once notify the Architect, who, by Addendum, will send instructions to all Bidders known to them. Neither the Owner nor the Architect will be responsible or in any manner liable for oral interpretations: oral interpretations or clarifications will be without legal effect.

- B. Requests For Information or Interpretation shall be submitted to the Architect no later than five (5) days prior to the bid due date. Requests For Information or Interpretation received by the Architect after that time, will not be considered.
- C. Requests for approval of substitute materials will not be treated as questions of Interpretation and no consideration will be given them prior to receipt of bids.

4.9 EXEMPTION FOR CERTAIN LICENSES AND TAXES

- A. The successful bidder shall be required to obtain Town of Eastchester building permits for the performance of the Work under this Contract. Building permit fees will be waived by the Town of Eastchester.
- B. The Library is a non-profit, tax exempt entity and therefore Bidders are also notified that they should not pay manufacturer's excise taxes or state or local sales taxes for any materials purchased for the exclusive use of the Owner, provided that the manufacturer has complied with rules and regulations of the Commissioner of Internal Revenue. Exemption Certificates will be supplied by the Owner upon request.
- C. The Library is exempt from the payment of sales and compensation use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to the Library pursuant to this Contract. Also exempt from such taxes are purchases by the Contractor and subcontractors of materials, equipment and supplies to be sold to the Library pursuant to this Contract or used in completing the Work, including tangible personal property to be incorporated in any structure, building or other real property forming part of the project. These taxes are not to be included in the Bid

4.09 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid to (a) examine the Bidding Documents thoroughly, (b) visit the Site to become more familiar with existing and local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bidding and Contract Documents, and (e) notify the Architect of all conflicts, errors, or discrepancies in the Bidding and Contract Documents.
- B. The Bidder shall include in his Bid a sum to cover the cost of all items included in the Contract Documents.
- C. The submission of the Bid or the signing of the Agreement is an acknowledgment of compliance with the foregoing by the Contractor. No claim based on lack of knowledge by the existing conditions and requirements will be honored at any time or under any circumstances.

4.10 VALIDATION:

- A. Bids shall be submitted with all appropriate blank spaces completed; the signatures shall be in longhand and the completed forms shall be without interlineations, alteration, or erasure, unless initialed by the Bidder. Bids shall contain no recapitulation of the work to be done.
- B. If the Bidder is a corporation, the bid shall contain the legal name of the corporation and shall be signed by a duly authorized officer and the corporate seal affixed; if a partnership, it shall be signed by one of the partners authorized to execute documents and shall give the names and addresses of all partners: if an individual doing business under another name, he shall sign his own name, followed by the name under which he conducts his business.

4.11 LAWS, RULES AND REGUATIONS

A. All bidders shall abide by all federal, state and local laws, rules, and regulations, including all applicable provisions concerning health and safety.

4.12 RETAINAGE

A. Bidders attention is called to retainage requirements specified in Section 008000 "SUPPLEMENTARY CONDITIONS". (Retainage: 5%).

4.13 LABOR CONTRACTS AND DISPUTES:

A. Within the Bid, all Bidders shall advise the Owner of any anticipated labor contracts within the Bidder's organization that may be negotiated or re-negotiated during the manufacturing period. If any labor contract is up for renewal during the manufacturing period, the Bidder shall list the expiration date of the contract and anticipated outcomes, if possible.

4.14 PREVAILING WAGE PROJECT:

A. Bidders are informed herewith that this is a Prevailing Wage Project. The current Prevailing Wage Schedule is included in the Bidding Documents.

PART 5 - AWARD OF CONTRACT

- The Contract will be awarded, if at all, to the lowest responsible Bidder as determined by the Owner, according to law and the provisions of the Contract Documents.
 - A. In determining who the lowest bidder is, the Owner shall compare the total of all Bids for the Contract with respect to the Base Bid and all accepted Alternate Proposals, whether additive or deductive.
 - B. In determining whether a Bidder is responsible, financial responsibility of the Bidder shall not be the sole criterion. The Owner is concerned with (a) the proven and probable ability of

the Bidder to satisfactorily perform the Contract so that the project will be properly constructed in accordance with the Contract Documents and ready for occupancy within the Contract Time (except for labor strikes and causes beyond his control as decided by the Architect), and, (b) the proven and probable ability of the Bidder to work cooperatively and satisfactorily with contractors for other branches of the Project so that they may perform their work satisfactorily and within the time limits of their respective contracts.

- 5.2 Owner's Right to Reject Bids: The Owner reserves the right, and nothing in the Project Manual shall be interpreted as depriving him of the right to reject any and all bids, waive minor informalities in any bid, or to make award in the best interests of the Owner.
- 5.3 The Form of Contract shall be: AIA Document No. A101-2017 modified to conform to the Bidding Documents.

PART 6 – COMPLETION

6.1 Completion Time: The Contractor shall achieve Substantial Completion within **90** calendar days from the Notice to Proceed.

PART 7 – NON COLLUSIVE BIDDING CERTIFICATION

7.1 Pursuant to General Municipal Law § 103, all Bidders shall execute the Non-Collusive Bidding Certification included herein. No Bid shall be considered for award, nor shall any award be made, where the Bidder does not certify compliance with the provisions of the Non-Collusive Bidding Certification. Notwithstanding the foregoing, if a Bidder cannot make such certification, the Bidder shall state this in its Bid and shall furnish with the Bid a signed statement that sets forth, in detail, the reasons therefor. The Owner shall then consider the Bid and determine whether such disclosure was not made for the purpose of restricting competition.

PART 8 – IRANIAN ENERGY SECTOR DIVESTMENT

- 8.1 Iranian Energy Section Divestment
 - A. By submitting a Bid, the Bidder hereby represents and certifies that it is in compliance with New York State General Municipal Law § 103-g entitled "Iranian Energy Sector Divestment", in that the Bidder has not:
 - 1. Provided goods or services of \$20 million or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
 - 2. Acted as a financial institution that extends \$20 million or more in credit to another person, for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

- B. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- C. Except as otherwise specifically provided herein, every Bidder submitting a Bid in must certify and affirm the following under penalties of perjury:
 - 1. 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- D. Except as otherwise specifically provided herein, any Bid that is submitted without having complied with section 19.3 above shall not be considered for award. In any case where the Bidder cannot make the certification, the Bidder shall so state and furnish with the Bid a signed statement setting forth in detail the reasons therefor. The Owner reserves its rights, in accordance with General Municipal Law § 103-g to award the Bid to any Bidder who cannot make the certification, on a case-by-case basis, under the following conditions:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The Owner makes a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bid is offered. Such determination shall be made by the Owner in writing and shall be a public document.

PART 9 – SUBSITUTIONS OR "OR EQUAL" ITEMS

9.1 The Contract, if awarded, will be on the basis of materials specified in the Bidding and Contract Documents. Manufacturers' name brands are listed to indicate quality standards and minimum requirements and bidding may be on brands listed (if specified) or equal. Bidders shall furnish specifications to support claims of equivalency. In the event of any claim by an unsuccessful Bidder concerning or relating to the issue of "equal or better" or "or equal", the Successful Bidder agrees that it will, at its own cost and expense, defend such claim(s) and agrees to hold the Owner, its

officers, employees, volunteers, agents, and representatives free and harmless from any and all claims for loss or damage arising out of the Bid or Contract for any reason.

PART 10 – DEFINITIONS

10.1 Terms used in the Bidding Documents have the meanings assigned to them in the General Conditions, unless the context requires otherwise. The term "Bidder" means one who submits a Bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the Bidder to whom the Owner (on the basis of the Owner's evaluation) makes an award.

PART 11 – NON DISCRIMINATION

11.1 THE CONTRACTOR AGREES:

- A. 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 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;
- B. That no contractor, subcontractor, nor any person on his 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, disability, sex, or national origin;
- C. That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty 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;
- D. That this Contract may be cancelled or terminated by the state or municipality, 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
- E. The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality 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.

PART 12 - CERTIFICATIONS

12.1 REQUIRED CERTIFICATIONS

A. Refer to Section 000300 "BID PROPOSAL FORM" for required certification forms to be submitted with the Bid

PART 13 – AUTHORITY

13.1 This notice is issued in the name of the Owner: The Town of Eastchester.

END OF SECTION 000200

SECTION 003000 BID PROPOSAL FORM

BIDS SHALL BE SUBMITTED IN DUPLICATE

CONTRACT FOR CONSTRUCTION

CONTRACT FOR CONSTRUCTION
PROJECT: Restroom Alterations Eastchester Public Library 11 Oakridge Place, Eastchester, New York 10709
Bidder's Full Legal Name (full name of entity as filed with the County Clerk or NYS Secretary of State)
Date:
Eastchester Public Library 11 Oakridge Place Eastchester, New York 10709
The undersigned, as Bidder, proposes to furnish all labor, materials, equipment, and services to perform the Contract for Restroom Alterations - Eastchester Public Library, located at 11 Oakridge Place, Eastchester, New York 10709, in accordance with drawings and specifications prepared by Lothrop Associates Architects, D.P.C., 333 Westchester Avenue, White Plains, New York 10604, dated January 22, 2024, for the sums set forth in the following schedule.
The Base Bid Proposal shall be valid and remain in effect for 45 days after the bid opening date.
A completed AIA Document A305, Contractor's Qualification Statement is attached to this proposal.
A Bid Bond or Certified Check as Bid Security is enclosed. (If a Certified Check is used as Bid Security, a Certificate of Surety is also enclosed)
SCHEDULE OF PROPOSALS
BASE BID Proposal for performing all Work indicated in the Contract Documents:
LUMP SUM BASE BID
\$

REFER TO SECTION 010300 FOR COMPLETE ALTERNATE DESCRIPTION ALTERNATE NO.1 (Delete Drinking Fountains)

DEDUCT \$_____

BREAKDOWN OF COSTS FOR LUMP SUM BASE BID	
The following is a Breakdown of Costs by Major Division used by Proposal:	the Bidder in assembling his Bid
GENERAL CONDITIONS, OVERHEAD AND PROFIT DIVISION 01 GENERAL REQUIREMENTS	\$
CONTRACT ALLOWANCES	\$ 20,000.00
DIVISION 02 - SELECTIVE DEMOLITION	\$
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	\$
DIVISION 08 - OPENINGS – DOORS	\$
DIVISION 09 - FINISHES	\$
DIVISION 10 – SPECIALTIES	\$
DIVISION 22 – PLUMBING	\$
DIVISION 23 – HVAC	\$
DIVISION 26 – ELECTRICAL	\$

ALLOWANCES

The undersigned bidder further proposes and agrees to include in the Base Bid, any and all Allowances specified in the Contract.

TIME REQUIRED FOR COMPLETION

If awarded the Contract for Construction Bidder agrees to complete the Work described in the Contract Documents not later than 90 calendar days from Notice to Proceed.

BIDDER'S DECLARATIONS

5

In connection with this proposal, Bidder declares:

1.	The Bidder is well acq	uainted with th	ne Contract	Documents,	and all	matters	pertinent	tc
	the submission of a com	petent bid;						

2.	That he has received addenda as supplements to the Contract Documents as follows and he
	has verified that no other addenda have been issued; (insert dates, if any)

Addendum No. 1 dated	2024
Addendum No. 2 dated	2024
Addendum No. 3 dated	2024
Addendum No. 4 dated	2024

- 3. That he will enter into a contract for the performance of said Work in accordance with the Contract Documents and within 10 days of signing of Agreement deliver the required insurance certificates and bonds;
- 4. That the Bid Security accompanying this proposal is tendered for deposit in escrow by the Owner, that the amount tendered is a fair and reasonable measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute and deliver the required Bonds and signed Agreement and that if the undersigned defaults and fails to furnish said Bonds within 10 days of written notification of the Award of the Contract to him or in executing and delivering the said signed Agreement within the same 10 days, then the Bid Security shall be paid and collected by the Owner for its own account, but if this Proposal is not accepted or if the undersigned executes and delivers said Bonds and signed Agreement, the Bid Security will be returned to him;

The full names and residences of all persons interested in this bid are as follows:

5. The full hames and i	estachees of all persons interested in this old are as follows.
	
Respectfully submitted,	
tespectrum suchmitted,	(Bidder)
(Corporate Seal)	By(Signature)
	(Signature)
	(Title)

P.O. Addres	SS		
		 	
Tele. No.			
Fax No.			

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE

Resolved that		
(Na	ame of Individual)	
	d bid or proposal on behalf of	for
the Restroom Alterations Contract for the E New York 10709; and to include in such bid	Eastchester Public Library 11 Oakridge Place, d or proposal a certificate as to non-collusion as general municipal law as the act and deed of such	Eastchester, required by
	ne resolution adopted by corporation at a meeting day of, 2024.	of its Board
The Below signed bidder affirms the followin	ng as true under penalties of perjury:	
the case of a joint bid, each party thereto certi	each person signing on behalf of any bidder cert ifies as to its own organization, under penalty of ach bidder is not on the list created pursuant to pa finance law.	perjury, that
Print name		
Corporate Secretary	Corporation	
Witness		
(SEAL OF THE CORPORATION)		

NON-COLLUSION 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.

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 knowledge and belief:

- a. 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 bidder or with any competitor;
- b. 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 bidder or to any competitor; and
- c. No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as to the person signing in its behalf.
- e. That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Contractor's	
Name	
Address	
(Corporate Seal)	
	Attest by
	D (17)
	Date Title
If a Corporation –	
	orte?
Is this entity incorporated in the State of New Yo	(Ves or No)
	(163 01 110)
If not has a certificate of doing business been fil	ed with the New York State Department of State.
in not, has a certificate of doing business seen in	od with the frew Tork State Department of State.
(Yes or No)	
,	

CERTIFICATION PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW § 103-g

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

I hereby affirm under the penalties o	f perjury that the foregoing statement is true.
	Signature
	Print name and Title
	Bidder
	Address
CORPORATE RESOLUTION	
Resolved that to the Tow	be authorized to sign and submit the Bid of this corporation for n of Eastchester and to include in such Bid the certificate required in
	e General Municipal Law as the act and deed of such corporation and its in such certificate, this corporate bidder shall be liable under the
	ect copy of the Resolution adopted byts Board of Directors held on theday or
	Secretary

Certificate of Surety

(To be submitted if a bank check is submitted as Bid security)

The undersigned hereby certifies that he/she is the duly aut	thorized agent of
(Name of Surety)	
duly authorized to do business in the State of New York, a	and agree to furnish to
(Name of Bidder)	
the bond or bonds required by the Bid Documents for this maximum amount that Surety will be surety for on each bo	
	(Name of Surety)
By:	
	(signature)
	(name – printed)
	(title)
·	(address)

END OF SECTION 000300

\mathbf{AIA}° Document A305 $^{\mathsf{T}}$ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:
ADDRESS:
SUBMITTED BY:
NAME:
ADDRESS:
PRINCIPAL OFFICE:
[] Corporation
[] Partnership
[] Individual
[] Joint Venture
[] Other
NAME OF PROJECT: (if applicable) 0000-00 - Temp
TYPE OF WORK: (file separate form for each Classification of Work)
[] General Construction
[] HVAC
[] Electrical
[] Plumbing
[] Other: (Specify)
§ 1. ORGANIZATION
§ 1.1 How many years has your organization been in business as a Contractor?
§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation:
- § 1.3.2 State of incorporation:
- § 1.3.3 President's name:

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- § 1.3.4 Vice-president's name(s)
- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:
- § 1.4 If your organization is a partnership, answer the following:
 - § 1.4.1 Date of organization:
 - § 1.4.2 Type of partnership (if applicable):
 - § 1.4.3 Name(s) of general partner(s)
- § 1.5 If your organization is individually owned, answer the following:
 - § 1.5.1 Date of organization:
 - § 1.5.2 Name of owner:
- § 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

- § 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- § 2.2 List jurisdictions in which your organization's partnership or trade name is filed.
- § 3. EXPERIENCE
- § 3.1 List the categories of work that your organization normally performs with its own forces.
- § 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.) § 3.2.1 Has your organization ever failed to complete any work awarded to it?
 - § 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - § 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
- § 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:



Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

ADDITIONS AND DELETIONS:

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this day of ,		
	(Contractor as Principal)	(Seal)
(Witness)	(Title)	
	(Surety)	(Seal)
(Witness)	(Title)	

SECTION 002000 - CONTRACT FORMS COVER

AGREEMENT

The form of contract shall be The Standard Form of Agreement Between Contractor and Owner, AIA Document No. A-101- 2017, modified to conform to the Bidding Documents. Sample form included herein

PERFORMANCE BOND

Performance Bond shall be in accordance with the latest AIA Document A-312-2010. Sample form included herein.

LABOR AND MATERIAL PAYMENT BOND

Labor and Material Payment Bond shall be in accordance with the latest AIA Document A-312- 2010. Sample form included herein.

END OF SECTION 002000



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

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

BETWEEN the Owner:

(Name, legal status, address and other information)

The Town of Eastchester

and the Contractor:

(Name, legal status, address and other information)

TBD

for the following Project: (Name, location and detailed description) Window Replacement Eastchester Public Library

The Architect:

(Name, legal status, address and other information)

Lothrop Associates D.P.C. Architects

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

User Notes:

(1215186039)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[]	The date of this Agreement.
[]	A date set forth in a notice to proceed issued by the Owner.
]]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

User Notes:

(1215186039)

	[] Not later	than () calendar days from the date of com	nmencement of the Work.			
	[] By the fol	llowing date:				
	are to be completed prior	ments of the Contract Time as provided in the crown to Substantial Completion of the entire Work ions by the following dates:				
	Portion of Work	Substantial Comp	oletion Date			
	§ 3.3.3 If the Contractor any, shall be assessed as		vided in this Section 3.3, liquidated damages, if			
	ARTICLE 4 CONTRACT SUM § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.					
	§ 4.2 Alternates § 4.2.1 Alternates, if any	4.2 Alternates4.2.1 Alternates, if any, included in the Contract Sum:				
	Item	Price				
	execution of this Agreen	4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following accution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. <i>Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)</i>				
	Item	Price	Conditions for Acceptance			
§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)						
	ltem	Price				
	§ 4.4 Unit prices, if any: (Identify the item and sta	tte the unit price and quantity limitations, if an	y, to which the unit price will be applicable.)			
	Item	Units and Li	imitations Price per Unit (\$0.00)			
	§ 4.5 Liquidated damage (Insert terms and conditi	es, if any: ions for liquidated damages, if any.)				
	§ 4.6 Other: (Insert provisions for book	nus or other incentives, if any, that might resui	lt in a change to the Contract Sum.)			

User Notes:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

User Notes:

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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

%

User Notes:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

(1215186039)

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, th
method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

User Notes:

(1215186039)

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

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- 4 AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5	Drawings					
	Number	Title	Date			
.6	Specifications					
	Section	Title	Date Pages			
.7	Addenda, if any:					
	Number	Date	Pages			

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

.8 Other Exhibits:

ъ .

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

User Notes:



Payment Bond

CONTRACTOR:		SURETY:			
	(Name, legal status and address)	(Name, legal status and principal place of business)			
	OWNER: (Name, legal status and address)				
	CONSTRUCTION CONTRACT				
	Date:				
	Amount: \$				
	Description:				
	(Name and location)				
	Example				
	BOND				
	Date:				
	Not earlier than Construction Contract Date)				
	Amount: \$	N			
	Modifications to this Bond:	None See Section 18			
	CONTRACTOR AS PRINCIPAL	SURETY			
	Company: (Corporate Seal)	Company: (Corporate Seal)			
	Signature:	Signature:			
	Name and	Name and			
	Title:	Title:			
	(Any additional signatures appear on the	last page of this Payment Bond.)			
	(EOD INCODMATION ONLY	VEOR INFORMATION ONLY			
	AGENT or BROKER:	FOR INFORMATION ONLY — Name, address and telephone)			
AGENT OF DRUNER:		OWNER'S REPRESENTATIVE:			
		(Architect, Engineer or other party:)			

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant:
 - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
 - .7 the total amount of previous payments received by the Claimant; and
 - the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- **§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- **§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided CONTRACTOR AS	itional signatures of ad	ded parties, other tha	in those appearing on the cover page.,
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title: Address:		Name and Title: Address:	



$\mathbf{AIA}^{\!\scriptscriptstyle{\circ}}$ Document A312 $^{\scriptscriptstyle{\circ}}$ – 2010

Performance Bond

R:	SURETY:		
status and address)	(Name, legal stat place of business,		
	,		
status and address)			
ON CONTRACT			
cation)			
han Construction Contrac	t Data)		
ian Construction Comrac	i Duie)		
s to this Bond:	None	See Section 16	
AS PRINCIPAL	SURFTY		
		(Corporate Seal)	
(corporate seat)	company.	(corporate seat)	
1 :		. C	
ai signatures appear on ti	ie last page of this P	erformance Bond.)	
MATION ONLY - Name	address and telenh	one)	
AGENT or BROKER:		OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)	

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The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- **§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided CONTRACTOR AS	litional signatures of ad	ded parties, other than those SURETY	appearing on the cover page.
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title: Address:		Name and Title: Address:	



General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Eastchester Public Library - Restroom Alterations 11 Oakridge Place Eastchester, NY 10709

THE OWNER:

(Name, legal status and address)

Eastchester Public Library 11 Oakridge Place Eastchester, NY 10709

THE ARCHITECT:

(Name, legal status and address)

Lothrop Associates D.P.C. 333 Westchester Avenue White Plains, NY 10604

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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(1515009394)

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Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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§ 3.8 Allowances

- § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.
- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

- § 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.
- § 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
 - assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts
- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

- § 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
 - .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

§ 9.10 Final Completion and Final Payment

- § 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.
- § 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
 - .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- § 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

INSURANCE AND BONDS ARTICLE 11

§ 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- § 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.
- § 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

- § 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
- § 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.
- § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
 - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

- § 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 008000 - SUPPLEMENTARY CONDITIONS

The following supplements modify AIA Document A201-2017, General Conditions of the Contract for Construction. Where any portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS *Add the following Sections to Section 1.2.2:*

The items listed under the SUMMARY ARTICLE in each section of the specifications are intended as a guide without limiting the scope of the work.

Add the following new Sections 1.2.4, 1.2.5 and 1.2.6:

- 1.2.4 Sections of Division 1 General Requirements govern the execution of the work of all sections of the specifications.
- 1.2.5 If in the interpretation of Contract Documents it appears that the Drawings and Specifications are not in agreement, in whole or in part, the document requiring the greater specificity, quantity or superior quality shall prevail, as decided by the Architect.
- 1.2.6 Addenda shall supersede the document(s) they amend.

ARTICLE 2 - OWNER

- 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER Delete Section 2.2.5 in its entirety with the following:
- 2.3.6 The Contractor will be furnished free of charge an electronic file in PDF format of the Drawings and Project Manual.

ARTICLE 3 – CONTRACTOR

- 3.5 WARRANTY
 - Add the following Sections 3.5.3 and 3.5.4:
- 3.5.3 The warranty provided in paragraph 3.5 shall be in addition to and not a limitation of any other warranty or remedy required by law or by the Contract Documents.
- 3.5.4 The Contractor shall deliver to the Owner upon completion of all Work under this Contract, its written guarantee made out to the Owner in form satisfactory to the Owner, guaranteeing (and it does hereby so guarantee), that all of the Work performed under the Contract is free from defects in labor, workmanship and materials. This guarantee shall be made to cover (and does cover) a period of one year from the date of completion of all Work under the Contract, or for a longer period where so stipulated in the Contract Documents. The warranty set forth herein shall survive

expiration and/or termination of this Contract.

3.6 TAXES

Delete Section 3.6 and substitute the following:

The Owner is exempt from payment of federal, state and local sales and use taxes, on all material and supplies incorporated into the project. Note, this exemption does not, however, apply to tools, machinery, equipment, or other personal property leased, rented or purchased by any Contractor, or Subcontractor, in connection with the work to be performed and the Contractor and each of his Subcontractors shall be responsible for and pay any and all applicable taxes, including sales, VAT and compensating use taxes, on any tools, machinery, equipment or other personal property leased, rented or purchased in furtherance of the work to be performed herein .

3.8 ALLOWANCES Delete Section 3.8.2 and substitute the following:

See Section 010200 for Allowance information

3.9 SUPERINTENDENT

Delete Section 3.9.1 and substitute the following:

3.9.1 The Contractor shall employ a competent Superintendent, and as many assistants as necessary, all capable of speaking and writing the English language and who shall be in regular and constant attendance at the project site throughout the duration of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be deemed binding and have the same force and effect as if given directly to the Contractor.

ARTICLE 7 - CHANGES IN THE WORK

- 7.3 CONSTRUCTION CHANGE DIRECTIVES
 - Add the following new Sections 7.3.11 and 7.3.12:
- 7.3.11 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
 - .1 For the Contractor, and for Work performed by the Contractor's own forces, 15 percent of the cost.
 - .2 For the Contractor, and for Work performed by the Contractor's Subcontractor(s), 10 per cent of the amount due the Subcontractor.
 - .3 Cost to which overhead and profit are to be applied shall be determined in accordance with Subparagraph 7.3.7.
 - .4 All proposals, except those so minor as to be reasonably deemed deminimis shall be ac companied by a complete itemization of costs, including labor, all materials, and Sub contractors. Each proposal shall include a written proposal r submitted in typewritten form, on letterhead of each respective Subcontractor.
- 7.3.12 Delays and any approved extensions of time amending either (i) the Contract Time or (ii) the Progress Schedule shall not be considered a Change in the Work and accordingly shall not entitle the Contractor to any additional compensation.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Delete Section 9.3.1 and insert the following:

9.3.1 The Owner will make partial payments to the Contractor monthly on the basis of a duly certified estimate of the work performed during the preceding calendar month as prepared by the Contractor and determined by the Architect to be properly due. At least ten business days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment, notarized, subscribed and acknowledged in conformity with the laws of the State of New York, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors and material suppliers. In making such partial payment monthly, there shall be retained **Five (5) percent** of the payment amount due. The form of Application for Payment shall be a notarized AIA Document G-702, application and Certification for Payment, supported by AIA G-703, Continuation Sheet, and a monthly transcript of payroll records.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete Sections 11.1.1 through 11.1.4 in their entirety and substitute the following; Add new Section 11.1.5:

- 11.1.1 Contractor shall obtain, at its own cost and expense insurance as specified herein from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of 'A'-(minus) or better, and shall provide evidence of such insurance in a form satisfactory to the Owner. Insurance coverage is required as follows as a minimum:
 - a. Workers' Compensation and Employer's Liability Policy: Covering operations in New York State pursuant to General Municipal Law, Section 108. The Contract shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees in compliance with the workers' compensation law.
 - b. <u>Comprehensive General Liability Policy:</u> With limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:
 - i. Products/Completed Operations
 - ii. Independent Contractors
 - iii. Contractual Liability (including a Hold Harmless provision in the form attached)
 - iv. Broad Form Property damage liability (including completed operations)
 - v. Personal Injury including hazards i, ii, iii, above.
 - vi. The Eastchester Public Library, the Town of Eastchester, the Architect and its Consultants (if any) shall be named as "Additionally Insured" parties on the policy and the certificate of insurance shall show this as to the liability coverage on the certificate.
 - c. <u>Comprehensive Automobile Policy:</u> With limits no less than \$2,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private

- passenger and commercial vehicle.
- d. Umbrella Excess Liability: With limits no less than \$5,000,000, no exceptions.
- e. Owner's Protective Liability Policy: With limits no less than \$1,000,000 shall be taken out and maintained during the life of this contract which will protect the owner from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be performed by the Contractor by any Subcontractor, or by anyone acting directly or indirectly on behalf of the Contractor or any Subcontractor.
- f. <u>Property Insurance</u>: The Contractor shall provide insurance covering all supplies and materials while in transit and/ or brought to, stored and installed on site.
- g. <u>Contractor's Equipment:</u> The Contractor shall provide insurance for all equipment, tools, portable enclosures, and vehicles owned, leased or used by them and shall provide evidence of insurance coverage by providing the Architect with a Certificate of Insurance evincing same. The Contractor shall hold the Owner harmless for any loss or damage including theft, to all equipment, tools, etc. and associated materials.
- h. All Policies and Certificate of Insurance of the Contractor shall contain the following clause:
 - 1. Insurers shall have no right to recovery or subrogation against the Owner, Archi tect, or Engineer (including its employees and other 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.
- i. All insurance policies required except Workers' Compensation shall be endorsed to provide coverage to: "The Eastchester Public Library, the Town of Eastchester, and their respective officers, employees, volunteers, and agents, and any consultant for or on the Project and their officers, agents, and employees.
- j. <u>Certificates:</u> Each Insurance Certificate shall provide thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration will be given to the Owner and Architect. Policies that lapse and/or expire during term of work shall be re-certified and received by the Owner no less than thirty (30) days prior to expiration or cancellation.
- 11.1.2 The Contractor shall furnish to the Owner Certificates of Insurance evidencing coverage in compliance with this section within ten (10) days of signing the Agreement.
- 11.1.3 The cost of furnishing the above insurance shall be borne by the Contractor; there will be no direct payment for this work. All costs will be deemed to have been included in the price bid for all scheduled items. The Contractor shall require all Subcontractors to provide this same insurance coverage as outlined herein.
- 11.1.4 All policies except the Workers' Compensation Policy, shall contain Contractor Indemnification pursuant to Section 13.10
- 11.1.5 In accordance with the Bidding and Contract Documents, the Contractor shall, at his sole cost and expense, furnish one or more bonds, acceptable to the Owner, covering faithful performance of this Contract and payment of all obligations that my arise thereunder, in such form as the Owner may prescribe and with such sureties as it may approve. Pursuant to the Contract Documents and upon Substantial Completion Contractor shall provide a Maintenance Bond, which shall remain in effect during the term of any warranty or guarantee to be furnished hereunder, and in no event for a period of less than one year following the issuance of a final certificate. The Contractor shall keep the bonding company informed of any changes of his contract with the Owner. The amount of each bond shall be equal to 100% of the Contract Sum. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of

the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.2 SUCCESSORS AND ASSIGNS

Add the following new Section 13.2.1.1:

13.2.1.1 No successful bidder to whom a contract or purchase order is let, granted, or awarded shall assign, transfer or convey, its right, title, or interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Owner. In the event the Contractor, without prior written notice, assigns, transfers or conveys its rights, title, or interest in the contract or purchase order, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporation, or upon receipt by the Owner of an attachment against the successful bidder, the Owner shall be relieved and dis charged from any and all liability and obligation growing out of such contract or purchase order to such Contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, and transferees shall forfeit and lose all monies theretofore assigned under the contract or purchase order. This subsection shall not apply to agreements made by the Contractor with subcontractors who will work in conjunction with the Contractor to complete the work outlined in the Contract Documents.

13.4 **TESTS AND INSPECTIONS**

Add the phrase "or public utility companies" after the words "public authority" in the first and second sentences of Subparagraph 13.4.1.

Add the phrase "or public utility companies" after the words "public authority" in the first sentence of Subparagraph 13.4.2.

13.5 **INTEREST**

Delete Section 13.5.

Add the following new Sections 13.6, 13.7 and 13.8:

13.6 LABOR REQUIREMENTS

- 13.6.1 The Contractor and each Subcontractor performing the Work under this Contract shall comply with all applicable labor laws, rules and regulations, including but not limited to all safety, health and environmental standards.
- 13.6.2 State of New York, Department of Labor, Bureau of Public Work, Contract Requirements and Schedules of Prevailing Hourly Wage Rates and Supplements are
 - requirements. Current schedules requirements are included under another Section.
- 13.6.3 The Contractor shall submit to the Owner monthly transcripts of payroll records in a form accepted by the New York State Department of Labor.

13.7 REQUIREMENTS FOR OSHA 10 COMPLIANCE- MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

13.7.1 Pursuant to New York State Labor Law Section 220-h, all public work contracts of \$250,000.00 or more requires that every worker employed in the performance of such contract shall be certified as having completed an OSHA 10 safety training course.

Accordingly, the Contractor shall ensure that all employees engaged in this project shall have received such training prior to the performing any work on the project and, where necessary, shall provide training in OSHA 10 to those persons lacking the requisite training.

13.7.2 The Contractor and Subcontractors must attach a copy of proof of completion of the OSHA10 course to the first certified payroll submitted to the Owner and on each succeeding payroll where any new or additional employee is first listed.

13.8 DEFENSE AND INDEMNIFICATION

THIS STATEMENT SHALL BE SUBMITTED ON CONTRACTOR'S LETTERHEAD. REFER TO SECTION 008500 FOR SAMPLE FORM

The Contractor shall protect, defend, indemnify, and hold Eastchester Public Library, the Town of Eastchester (the Owner), and their respective officers, employees, volunteers, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, law, ordinance, administrative order, rule, regulation, decree of any court, shall be included in the indemnity hereunder. The Owner further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case where such indemnification would violate any application provision of New York State law or regulation, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner, its officers, employees, volunteers, or agents. This paragraph shall survive any termination or completion of performance of the Contract.

Contractor- Company	Name:

Address:	
	(signature)
	(print name)
	(title)
(dated) NOTARY	
Subscribed and sworn to before me this day of 2024	

END OF SECTION 008000

SECTION 008500

CONTRACTOR'S LETTERHEAD

To: Eastchester Public Library	Date
Town of Eastchester (the Owner), a agents free and harmless from settlements, costs, charges, profess and character arising out of or related actions, proceedings or causes of a arising directly or indirectly out of limiting the generality of the foregoinjury, death, damage to property, infringement of any patent, tradem other tangible or intangible personant any applicable statute, law, ordinate court, shall be included in the investigate, handle, respond to, property in groundless, false of the construed to indemnify the Owner applicable legal prohibition, the former tangents of the construed to indemnify the Owner damage to property caused by or	and, indemnify, and hold Eastchester Public Library, the and their respective officers, employees, volunteers, and and against any and all losses, penalties, damages, sional fees, or other expenses or liabilities of every kind atting to any and all claims, liens, demands, obligations, action of every kind and character in connection with or this Agreement and/or the performance hereof; without going, any and all such claims, etc., relating to personal defects in materials or workmanship, actual or alleged ark, copyright (or application for any thereof), or of any all or property right, or any actual or alleged violation of ace, administrative order, rule, regulation, decree of any indemnity hereunder. The Owner further agrees to ovide defense for, and defend any such claims, etc., at all other costs and expenses related thereto, even if it for fraudulent. In any case where such indemnification rision of New York State law or regulation, or any other regoing provisions concerning indemnification shall not her for damage arising out of bodily injury to persons or resulting from the sole negligence of the Owner, its agents. This paragraph shall survive any termination or Contract.
Contractor- Company Name:	
Address:	
	(signature) (print name)
	(title)
(dated) NOTARY	
Subscribed and sworn to before me this day of 2024	

SECTION 009000- NEW YORK STATE DEPARTMENT OF LABOR WAGE RATES

Current New York State Department of Labor Wage Rates are included after this cover page:

PRC # 2024000078 (79 Pages)

END OF SECTION 009000

Kathy Hochul, Governor	The state of the s	Roberta Reardon, Commissione
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Eastchester Public Library

Vincent Lisanti, Architect 333 Westchester Avenue White Plains NY 10709 Schedule Year Date Requested PRC# 2023 through 2024 01/03/2024 2024000078

Location Eastchester Public Library

Project ID# 2662-00

Project Type Renovation of (2) restrooms to meet ADA compliance.

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 2023 through June 2024. 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. 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 12226

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.

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 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website 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.

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.

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, contemperaneous, 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 12226 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.

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NIE.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Eastchester Public Library

Vincent Lisanti, Architect 333 Westchester Avenue White Plains NY 10709 Schedule Year Date Requested PRC#

2023 through 2024 01/03/2024 2024000078

Location Eastchester Public Library

Project ID# 2662-00

Project Type Renovation of (2) restrooms to meet ADA compliance.

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

	umber:	
City: Amount of Contract: Approximate Starting Date: Approximate Completion Date:	State/ /	Zip: Contract Type: [] (01) General Construction [] (02) Heating/Ventilation [] (03) Electrical [] (04) Plumbing [] (05) Other :

Phone: (518) 457-5589 Fax: (518) 485-1870 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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, https://dol.ny.gov/public-work-and-prevailing-wage

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.

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* 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.

(12.20)

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

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 12226

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. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

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: https://dol.ny.gov/bureau-public-work



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) 568-5287		, ,

* 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 – 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 of 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 requirement s 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 that 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) 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 12226

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

Boilermaker 01/01/2024

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: 07/01/2023 01/01/2024

Boilermaker \$65.88 \$67.38 Repairs & Renovations 65.88 67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker 33.5% of hourly 33.5% of Hourly Repair \$ Renovations Wage Paid Wage Paid + \$ 26.49 + \$26.85

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 (*B, O, **U) on OVERTIME PAGE

Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

2nd 4th 5th 6th 7th 1st 3rd 65% 70% 75% 85% 95% 80% 90%

Supplemental Benefits Per Hour:

Apprentice(s)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.12	\$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

01/01/2024 Carpenter

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2023 Piledriver \$59.16

+ 9.79*

Dockbuilder \$59.16

+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.34

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 \$25.60 \$31.20 \$39.58 \$47.97 +5.30* +5.30* +5.30* +5.30*

Supplemental benefits per hour:

All Terms: \$31.83

8-1556 Db

Carpenter 01/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2023

Carpet/Resilient

Floor Coverer \$ 55.05 + 8.25*

*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$39.45

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 \$ 25.20 \$ 28.20 \$ 32.45 \$ 40.33

^{*}This portion is not subject to overtime premiums

+ 1.85* + 2.35* + 2.85* + 3.85*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st 2nd 3rd 4th \$ 15.22 \$ 16.22 \$ 19.32 \$ 20.32

8-2287

Carpenter 01/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2023

Marine Construction:

Marine Diver \$ 74.03 + 9.79*

Marine Tender \$ 53.57 + 9.79*

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.34

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour: One (1) year terms.

1st year \$ 25.60 + 5.30* 2nd year 31.20 + 5.30* 3rd year 39.58 + 5.30* 4th year 47.97 + 5.05*

Supplemental Benefits

Per Hour:

All terms \$31.83

8-1456MC

Carpenter 01/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2023

^{*}This portion is not subject to overtime premiums

^{*}This portion is not subject to overtime premiums

Building

Millwright \$58.70

+ 12.62*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$44.31

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. \$31.74 \$37.19 \$42.64 \$53.54 +6.75* +7.92* +9.09* +11.43*

Supplemental benefits per hour:

One (1) year terms:

1st. 2nd. 3rd. 4th. \$29.81 \$32.34 \$35.52 \$39.94

8-740.1

Carpenter 01/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:

07/01/2023

Timberman \$ 54.05

+ 10.26*

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

\$ 44.55

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 \$23.42 \$28.53 \$36.18 \$43.84 + 5.55* + 5.55* + 5.55* + 5.55*

^{*}This portion is not subject to overtime premiums

^{*}This portion not subject to overtime premiums

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 31.54

8-1556 Tm

Carpenter 01/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

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

Driller

Per hour: 07/01/2023

Core Drilling:

\$ 43.88 + 2.50*

Driller Helper \$ 34.47

+ 2.50*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour For Level B, an additional 15% above wage rate per hour For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 28.85

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

See (5, 6) on HOLIDAY PAGE Paid: Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

01/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

Applies to CAPRENTER BUILDING/HEAVY & HIGHWAY/TUNNEL:

+\$6.71*

07/01/2023 07/01/2024 07/01/2025 07/01/2026 Additional Additional Additional

\$ 39.80 \$ 1.25** \$ 1.25** \$ 1.25** Base Wage

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.

SUPPLEMENTAL BENEFITS

Per hour:

^{*}For all hours paid straight or premium.

^{**}To be allocated at a later date.

Journeyworker \$ 33.22

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAYBUILDING:

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
Overtime: See (5, 6) on HOLIDAY PAGE
- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay
- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 year terms at the following wage rates:

1st	2nd	3rd	4th	5th
\$ 19.90	\$ 23.88	\$ 25.87	\$ 27.86	\$ 31.84
+3.58*	+3.58*	+3.58*	+3.58*	+3.58*

^{*}For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.27

11-279.1B/HH

Electrician 01/01/2024

JOB DESCRIPTION Electrician DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour: 07/01/2023 03/07/2024

Service Technician \$ 36.40 \$ 37.40

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: \$ 21.07 \$ 21.85

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

Electrician 01/01/2024

JOB DESCRIPTION Electrician DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour: 07/01/2023 04/18/2024 04/17/2025

*Electrician/A-Technician \$ 55.75 \$ 56.75 \$ 58.75

04/17/2025

16.29

Teledata 55.75 56.75 58.75

*All new installations of wiring, conduit, junction boxes and light fixtures for projects with a base bid of more than \$325,000. For projects with a base bid of \$325,000 or less, see Maintenance and Repair rates.

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:

Journeyworker \$ 56.26 \$59.39 \$61.09

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:

1st term	\$ 16.00	\$16.00	\$16.00
2nd term	17.00	17.00	17.00
3rd term	19.00	19.00	19.00
4th term	21.00	21.00	21.00
MIJ 1-12 months	26.50	26.50	26.50
MIJ 13-18 months	30.00	30.00	30.00
Supplemental Benefits per hour:			
	07/01/2023	04/18/2024	04/17/2025
1st term	\$ 11.63	\$ 12.40	\$ 12.72
2nd term	14.30	15.07	15.89
3rd term	15.62	16.40	17.23
4th term	16.95	17.73	18.57
MIJ 1-12 months	13.92	15.72	15.89

14.33

07/01/2023

04/18/2024

16.17

21/21/2221

8-3/W

Electrician 01/01/2024

JOB DESCRIPTION Electrician DISTRICT 8

ENTIRE COUNTIES

MIJ 13-18 months

Westchester

WAGES Per hour

 07/01/2023
 04/18/2024
 04/17/2025

 Electrician -M
 \$ 30.00
 \$ 30.00
 \$ 30.00

 H - Telephone
 30.00
 30.00
 30.00

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, 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.

*If the project exceeds \$375,000 due to changes in the scope of work, an Electrician/A Technician must be part of the labor ratio.

SUPPLEMENTAL BENEFITS

	07/01/2023	04/18/2024	04/17/2025
Electrician &			
H - Telephone	\$ 14.33	\$ 16.17	\$ 16.29

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 01/01/2024

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:

07/01/2023

Elevator Constructor \$77.49

Modernization &

Service/Repair \$60.89

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 45.574

Modernization & 44.412

Service/Repairs

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE Paid: Overtime:

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note:1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.

Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
SUPPLEMENTAL BENEF Elevator Constructor 1st Term 2nd & 3rd Term	\$ 0.00 36.02	24		
4th & 5th Term 6th & 7th Term 8th & 9th Term	36.94 38.44 39.95	8		
Modernization & Service/Repair				
1st Term	\$ 0.00			
2nd & 3rd Term 4th & 5th Term 6th & 7th Term	35.69 36.52 37.94	25 8		
8th & 9th Term	39.38	3		

Elevator Constructor 01/01/2024

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 07/01/2023 01/01/2024

Mechanic \$ 67.35 \$ 70.15

Helper 70% of Mechanic 70% of Mechanic

Wage Rate Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2023 01/01/2024

Journeyperson/Helper

\$ 37.335* \$ 37.885*

(*)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 01/01/2024

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: 7/01/2023

Glazier & Glass Tinting \$ 61.64

*Scaffolding 65.64

Window Film

**Repair & Maintenance 30.76

^{*}Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$184,000.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2023

Glazier & Glass Tinting \$40.20

Window Film

Repair & Maintenance 23.19

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

For 'Repair & Maintenance' 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' 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:

7/01/2023

1st term	\$ 21.93
2nd term	30.05
3rd term	39.95
4th term	48.97

Supplemental Benefits:

(Per hour)

 1st term
 \$ 18.25

 2nd term
 25.97

 3rd term
 31.27

 4th term
 34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost	01/01/2024

JOB DESCRIPTION Insulator - Heat & Frost DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2023	06/01/2024
Insulator	\$ 59.25	+ \$ 2.50
Discomfort & Additional Training**	62.31	+ \$ 2.50
Fire Stop Work*	31.77	+ \$ 2.50

^{*} Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 37.35

^{**}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

Discomfort &

Additional Training 39.39

Fire Stop Work: Journeyworker

19.03

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 \$ 31.77 \$ 37.26 \$ 42.76 \$ 48.26

Discomfort & Additional Training Apprentices:

1st 2nd 3rd 4th \$ 33.30 \$ 39.09 \$ 44.90 \$ 50.71

Supplemental Benefits paid per hour:

Insulator Apprentices:

 1st term
 \$ 19.03

 2nd term
 22.69

 3rd term
 26.36

 4th term
 30.03

Discomfort & Additional Training Apprentices:

 1st term
 \$ 20.06

 2nd term
 23.92

 3rd term
 27.78

 4th term
 31.66

8-91

Ironworker 01/01/2024

JOB DESCRIPTION Ironworker DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

 Per Hour:
 07/01/2023
 01/01/2024

 Additional

 Stone Derrickmen Rigger
 \$ 72.90
 + \$ 1.64

Stone Handset

Derrickman 70.47 + \$ 1.11

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger \$43.10

Stone Handset 42.84

Derrickman

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:

Stone Derrickmen Rigger:

1st 2nd 3rd 4th 07/01/2023 \$ 35.90 \$ 51.53 \$ 57.32 \$ 63.11

Supplemental Benefits:

Per hour:

07/01/2023 22.11 32.58 32.58 32.58

Stone Handset:

1/2 year terms at the following hourly wage rate:

1st 2nd 3rd 4th 07/01/2023 34.56 49.75 55.33 60.90

Supplemental Benefits:

Per hour:

07/01/2023 22.10 32.46 32.46 32.46

9-197D/R

Ironworker 01/01/2024

JOB DESCRIPTION Ironworker DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2023

Ornamental \$ 46.90
Chain Link Fence 46.90
Guide Rail 46.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 63.04

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 after 9/1/18:

1 year terms

 07/01/2023

 1st Term
 \$ 21.13

 2nd Term
 24.77

 3rd Term
 28.40

 4th Term
 32.06

Supplemental Benefits per hour:

 1st Term
 \$ 17.90

 2nd Term
 19.15

 3rd Term
 20.41

 4th Term
 21.67

4-580-Or

DISTRICT 4

Ironworker 01/01/2024

JOB DESCRIPTION Ironworker

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:

 07/01/2023
 01/01/2024
 07/01/2024

 Ironworker:
 Additional

 Structural Bridges
 \$ 57.20
 \$ 57.70
 \$ 1.75/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Machinery

Journeyman \$ 87.35 \$ 88.60

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
 \$ 29.73
 \$ 29.98

 2nd
 30.33
 30.58

 3rd - 6th
 30.94
 31.19

Supplemental Benefits

PER HOUR PAID:

All Terms \$ 60.69 \$ 61.59

4-40/361-Str

Ironworker 01/01/2024

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: 07/01/2023

Reinforcing &

Metal Lathing \$ 56.95

"Base" Wage \$ 55.20 plus \$ 1.75

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & \$42.72

Metal Lathing

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE *Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$49.47 Double Time \$56.22

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE

*Note: Work performed after first 4 Hours.

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 \$ 26.80 \$ 33.10 \$ 35.60 plus \$1.55 plus \$1.58 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
 \$ 22.50

4-46Reinf

Laborer - Building 01/01/2024

JOB DESCRIPTION Laborer - Building DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour 07/01/2023 05/01/2024

Laborer \$ 40.05 + \$ 2.00

plus \$5.45**

Laborer - Asbestos & Hazardous

Materials Removal \$ 44.50* + \$ 2.00

- 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.

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: 07/01/2023

Journeyworker \$30.50

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

 0-1000
 1001-2000
 2001-3000
 3001-4000

 \$ 28.08
 \$ 31.90
 \$ 35.72
 \$ 39.54

Supplemental Benefits per hour:

Apprentices

All terms \$ 23.20

^{*} Abatement/Removal of:

^{**} This portion is not subject to overtime premium.

DISTRICT 8

Laborer - Heavy&Highway 01/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway

ENTIRE COUNTIES

Putnam. Westchester

WAGES

PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs, Raker, Bar Person, Concrete Finisher.

GROUP III: Pavement Breakers, Jeeper 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, Compressed Airlance, Water Jet Lance.

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.

07/01/2023

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phytoremediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour)	07/01/2023
GROUP I	\$ 49.55*
GROUP II	48.20*
GROUP III	47.80*
GROUP IV	47.45*
GROUP V	47.10*
GROUP VIA	49.10*
Operator Qualified	
Gas Mechanic(A Mech)	59.55*
Flagperson	40.75*

^{*}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

\$ 26.60 Per Hour

Over 40 Hours

Per Hour 19.85

OVERTIME PAY

See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY

07/01/2023

See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE Paid: Overtime:

For Holiday Overtime: 5, 6 - Code 'S' applies NOTE:

For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

2nd term 3rd term 4th term 1st term 1-1000hrs 1001-2000hrs 2001-3000hrs 3001-4000hrs \$27.46 \$ 32.41 \$ 37.12 \$41.83

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 01/01/2024

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)

	07/01/2023	06/01/2024	06/01/2025
Class 1	\$ 55.55	\$ 57.05	\$ 58.55
Class 2	57.70	59.20	60.70
Class 4	64.10	65.60	67.10
Class 5	47.65	49.90	51.40

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	\$ 35.73	\$ 36.98	\$ 38.23
Benefit 2	51.01	TBD	TBD
Benefit 3	71.28	TBD	TBD

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

See (5, 6, 15, 25) on HOLIDAY PAGE Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE Overtime:

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 01/01/2024

JOB DESCRIPTION Lineman Electrician **ENTIRE COUNTIES**

DISTRICT 6

Westchester

WAGES

A 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, assembly of all electrical materials, conduit, pipe 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.

A 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.

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)

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Per hour:	07/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 60.41	\$ 61.91
Crane, Crawler Backhoe	60.41	61.91
Cable Splicer-Pipe Type	66.45	68.10
Digging Mach Operator	54.37	55.72
Cert. Welder-Pipe Type	63.43	65.01
Tractor Trailer Driver	51.35	52.62
Groundman, Truck Driver	48.33	49.53
Equipment Mechanic	48.33	49.53
Flagman	36.25	37.15

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%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

^{*}The 7% 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 at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

 07/01/2023
 05/06/2024

 \$ 26.40
 \$ 26.90

 *plus 7% of the hourly wage paid
 *plus 7% of the hourly wage paid

6-1249aWest

Lineman Electrician - Teledata 01/01/2024

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).

, ,,,	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

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:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid

^{*}The 3% is based on the hourly wage paid, straight time rate or premium rate.

^{*}The 7% is based on the hourly wage paid, straight time or premium time.

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.

See (1) on HOLIDAY PAGE Paid: Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

01/01/2024

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:	07/01/2023	05/06/2024
Lineman, Technician	\$ 54.73	\$ 55.95
Crane, Crawler Backhoe	54.73	55.95
Certified Welder	57.47	58.75
Digging Machine	49.26	50.36
Tractor Trailer Driver	46.52	47.56
Groundman, Truck Driver	43.78	44.76
Equipment Mechanic	43.78	44.76
Flagman	32.84	33.57

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%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

07/01/2023 05/06/2024 \$ 30.90

Lineman, Technician, \$ 29.40

or Equipment Operators	*plus 7% of	*plus 7% of
with Crane License	the hourly	the hourly
	wage paid	wage paid
All other	\$ 26.40	\$ 26.90
Journeyman	*plus 7% of	*plus 7% of
	the hourly	the hourly
	wage paid	wage paid

^{*}The 7% 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 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.

05/06/2024

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%
		EFITS per hou		3070	3070	0070

07/01/2023

\$ 26.40 \$ 26.90
*plus 7% of the hourly wage paid \$ wage paid

6-1249aWestLT

Mason - Building				01/01/2024
JOB DESCRIPTION Mason - Buildir	ng		DISTRICT 9	
ENTIRE COUNTIES Nassau, Rockland, Suffolk, Westcheste	er			
WAGES Per hour:	07/01/2023	12/04/2023	06/05/2024 Additional	
Tile Setters	\$ 62.98	\$ 63.50	\$ 0.72	
SUPPLEMENTAL BENEFITS Per Hour:				
	\$ 25.61*	\$25.81*		
	+ \$10.04	+ \$10.04		

^{*} 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:

(750 hour) term at the following wage rate:

Term:

^{*}The 7% is based on the hourly wage paid, straight time or premium time.

DISTRICT 11

Last i ablisite	a on ban on zo	<u>_</u>					TO Number 2	024000070 VVC	steriester County
1st 1- 750	2nd 751- 1500	3rd 1501- 2250	4th 2251- 3000	5th 3001- 3750	6th 3751- 4500	7th 4501- 5250	8th 5251- 6000	9th 6001- 6750	10th 6501- 7000
07/01/2023 \$21.70	\$26.66	\$33.75	\$38.69	\$42.25	\$45.70	\$49.29	\$54.23	\$57.09	\$61.25
12/04/2023 \$21.96	\$26.95	\$34.10	\$39.08	\$42.68	\$46.16	\$49.79	\$54.77	57.66	\$61.90
Supplementa	al Benefits per	hour:							
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023 \$12.55* +\$.73	\$12.55* +\$.78	\$15.36* +\$.88	\$15.36* +\$.88	\$16.36* +\$1.37	\$17.86* +\$1.42	\$18.86* +\$1.83	\$18.86* +\$1.88	\$16.86* +\$6.03	\$22.11* +\$6.61
12/04/2023 \$12.55* +\$0.73	\$12.55* +\$0.78	\$15.63* +\$0.89	\$15.36* +\$0.94	\$16.36* +\$1.38	\$17.86* +\$1.43	\$18.86* +\$1.84	\$18.86* +\$1.89	\$16.86* +\$6.04	\$22.11* +\$6.62

^{*} This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building 01/01/2024

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2023

Bricklayer \$45.89 Cement Mason 45.89 Plasterer/Stone Mason 45.89 Pointer/Caulker 45.89

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 workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday 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 \$37.95

OVERTIME PAY

OVERTIME:

 $\begin{array}{ll} \text{Cement Mason} & \text{See (B, E, Q, W) on OVERTIME PAGE.} \\ \text{All Others} & \text{See (B, E, Q) on OVERTIME PAGE.} \\ \end{array}$

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 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 50%	2nd 55%	3rd 60%	4th 65%	5th 70%	6th 75%	7th 80%	8th 85%	
Supplem	Supplemental Benefits per hour							
750 hour 1st	terms at the fo	ollowing perce 3rd	ntage of journ	eyman supple 5th	ments 6th	7th	8th	

70%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

65%

60%

11-5wp-b

Mason - Building			01/01/2024
JOB DESCRIPTION Mason - Building		DISTRICT 9	
ENTIRE COUNTIES Bronx, Kings, Nassau, New York, Queens, Richmond, S	Suffolk, Westchester		
WAGES			
Building			
Wages per hour:	07/01/2023	01/01/2024	

\$60.65

59.04

75%

80%

\$ 60.57

58.96

85%

SUPPLEMENTAL BENEFITS

Mosaic & Terrazzo Mechanic

Mosaic & Terrazzo Finisher

55%

Per hour:

1st 50%

Mosaic & Terrazzo Mechanic	\$ 30.26* + \$9.16	\$ 31.36* + \$9.17
Mosaic & Terrazzo Finisher	\$ 30.26* + \$9.15	\$ 31.36* + \$9.16

^{*}This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2023- Deduct \$7.25 from hourly wages before calculating overtime. 01/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE Overtime:

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:

	1st	2nd	3rd	4th	5th	6th
	0-	1501-	3001-	3751-	4501-	5251-
	1500	3000	3750	4500	5250	6000
07/01/2023	\$ 25.82	\$ 32.19	\$ 36.39	\$ 40.38	\$ 48.52	\$ 54.59
01/01/2024	\$ 25.05	\$ 32.21	\$ 37.93	\$ 38.99	\$ 47.18	\$ 55.38
Supplemental Benefits p	per hour:					
07/01/2023	\$6.00*	\$7.72*	\$18.16*	\$23.27*	\$24.21*	\$27.24*
	+\$3.21	+\$4.12	+\$5.50	+\$6.41	+\$7.33	+\$8.29
01/01/2024	\$7.12*	\$9.16*	\$17.22*	\$25.36*	\$26.36*	\$27.36*
	+\$3.21	+\$4.12	+\$5.51	+\$6.42	+\$7.34	+\$8.25

^{*}This portion of benefits subject to same premium rate as shown for overtime wages.

Mason - Building 01/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2023 07/03/2023

Building-Marble Restoration:

Marble, Stone & \$47.22 \$47.44

Terrazzo Polisher

SUPPLEMENTAL BENEFITS

Per Hour: Journeyworker:

Building-Marble Restoration:

Marble, Stone &

Polisher \$ 30.29 \$ 30.64

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

2nd

\$ 37.95

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	901- 1800	1801- 2700	2701
\$ 33.04	\$ 37.78	\$ 42.49	\$ 47.22
Supplemental Benefits Per Hour: 27.65	28.52	29.41	30.29
07/03/2023 900 hour term at the following wage:			
1st 1-	2nd 901-	3rd 1801-	4th 2701
900	1800	2700	

Supplemental Benefits Per Hour:

\$ 33.19

27.99 28.86 29.76 30.64

9-7/24-MP 01/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

\$47.44

4th

ENTIRE COUNTIES

Mason - Building

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:

07/01/2023 7/03/2023

\$42.69

3rd

Marble Cutters & Setters \$ 62.82 \$ 63.12

SUPPLEMENTAL BENEFITS

Per Hour:

Journeywork	ker			\$ 39.03		\$ 39.34		
OVERTIME See (B, E, Q	E PAY (), V) on OVER	RTIME PAGE						
HOLIDAY Paid: Overtime:		See (1) on I	HOLIDAY PAG , 11, 15, 16, 25	SE 5) on HOLIDA	Y PAGE			
			, , ,	,,				
750 hour ter 1st	ms at the follo 2nd	owing wage 3rd	4th	5th	6th	7th	8th	
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+	
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82	
Supplementa 07/01/2023	al Benefits pe	r hour:						
1st	2nd	3rd	4th	5th	6th	7th	8th	
\$ 25.38	\$ 28.86	\$ 29.74	\$ 30.60	\$ 31.48	\$ 36.44	\$ 38.17	\$ 39.03	
07/03/2023 Wage Per H	our:							
750 hour ter 1st	ms at the follo	owing wage. 3rd	4th	5th	6th	7th	8th	
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+	
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12	
Supplementa	al Benefits Pe	r Hour:						
1st	2nd	3rd	4th	5th	6th	7th	8th	
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34	9-7/4
Mason - B	uildina							01/01/2024
		ason - Building	1				DISTRICT 9	
ENTIRE CO	DUNTIES	k, Westchester						
WAGES Per hour:			07/01/2023	3	12/04/2023	3	06/03/2024	
Tile Finisher			\$ 48.36		\$ 48.80		Additional \$ 0.59	
SUPPLEMI Per Hour:	ENTAL BEN	EFITS						
. C. Flour.			\$ 22.56*		\$ 22.71*			
*Thic portice	of bonofite	ubicat to same	+ \$9.86	as shown for	+ \$9.86	00		
OVERTIME See (B, E, Q	PAY (), *V) on OVE	RTIME PAGE			overtime wage ourly wage rate			

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE Overtime:

Mason - Building 01/01/2024

JOB DESCRIPTION Mason - Building DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2023 07/03/2023

Marble, Stone,

Maintenance Finishers: \$ 27.26 \$ 27.44

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

Maintenance Finishers: \$ 14.97 \$ 15.20

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:

0-750	\$ 21.89	\$ 22.04
751-1500	22.60	\$ 22.75
1501-2250	23.32	\$ 23.48
2251-3000	24.04	\$ 24.20
3001-3750	25.11	\$ 25.27
3751-4500	26.54	\$ 26.72
4501+	27.26	\$ 27.44
Supplemental Benefits: Per hour:		
0-750	12.03	\$ 12.24
751-1500	12.43	\$ 12.64
1501-2250	12.82	\$ 13.03
2251-3000	13.21	\$ 13.42
3001-3750	13.80	\$ 14.02
3751-4500	14.58	\$ 14.80
4501+	14.97	\$ 15.20

07/01/2023

07/03/2023

9-7/24M-MF

Mason - Building / Heavy&Highway

01/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2023 07/03/2023 01/01/2024

Marble-Finisher \$ 49.32 \$ 49.65 \$ 49.92

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour

Marble- Finisher \$ 36.62 \$ 36.67 \$ 36.93

Page 44

DISTRICT 11

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

01/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2023

Bricklayer \$46.39 Cement Mason 46.39 Marble/Stone Mason 46.39 Plasterer 46.39 Pointer/Caulker 46.39

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 workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday 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 \$ 37.95

OVERTIME PAY

 $\begin{array}{ll} \text{Cement Mason} & \text{See (B, E, Q, W)} \\ \text{All Others} & \text{See (B, E, Q,)} \\ \end{array}$

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 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.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

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

DISTRICT 9

Operating Engineer - Building

01/01/2024

JOB DESCRIPTION Operating Engineer - Building

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) 07/01/2023

Building Construction:

Party Chief \$77.39 Instrument Man 61.25 Rodman 41.39

Steel Erection:

Party Chief 80.16 Instrument Man 63.60

Rodman 44.23

Heavy Construction-NYC counties only:

(Foundation, Excavation.)

 Party Chief
 85.74

 Instrument man
 64.40

 Rodman
 54.90

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Building Construction \$ 28.04* +\$ 7.65

Steel Erection 28.64* +\$ 7.65

Heavy Construction 28.85* +\$ 7.64

Non-Worked Holiday Supplemental Benefit:

21.19

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

01/01/2024

9-15Db

Operating Engineer - Building

DISTRICT 8

JOB DESCRIPTION Operating Engineer - Building

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

^{*} This portion subject to same premium as wages

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, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

ти те	07/01/2023	03/04/2024
GROUP I		
Cranes- up to 49 tons	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	68.53	69.77
Cranes- 100 tons and over	78.21	79.64
GROUP I-A	58.01	59.04
GROUP I-B	53.48	54.41
GROUP II	55.98	56.97
GROUP III-A	53.94	54.88
GROUP III-B	51.35	52.25
GROUP IV-A	53.40	54.33
GROUP IV-B	45.17	45.94
GROUP V	48.69	49.53

Group VI-A	56.96	57.96
GROUP VI-B		
Utility Man	46.21	47.00
Warehouse Man	48.52	49.26

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 vard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.57 \$ 32.32

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Heavy&Highway

01/01/2024

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. Vibratory Roller(Riding) or Roller used in mainline paving operations.

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).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

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), Deckhand.

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:	07/01/2023	03/04/2024
Group I	\$ 67.27	\$ 68.63
Group I-A	59.26	60.42
Group I-B	62.46	63.70
Group II-A	56.74	57.84
Group II-B	58.52	59.67
Group III	55.74	56.81
Group IV	50.63	51.57
Group IV-B	43.43	44.19
Group V		
Engineer All Tower, Climbing and		
Cranes of 100 Tons	76.24	77.82
Hoist Engineer(Steel)	69.01	70.41
Engineer(Pile Driver)	73.61	75.13
Jersey Spreader, Pavement Break	ker (Air	
Ram)Post Hole Digger	58.06	59.19

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 33.75 up	\$ 34.85 up to 40 hours
	to 40 Hours	to 40 nours
	After 40 hours	After 40 hours
	\$ 24.50* PLUS	\$ 25.55* PLUS
	\$ 1.25 on all	\$ 1.25 on all
	hours worked	hours worked

^{*}This amount is subject to premium

OVERTIME PAY

See (B, E, P, *R, **U) on OVERTIME PAGE

HOLIDAY

Paid:...... See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE Overtime.... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

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.

1st term	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34
Cumplemental Denefite nor	haum	

Supplemental Benefits per hour:

25.70 26.85

^{*} For Holiday codes 8,15,25,26 code R applies

^{**} For Holiday Codes 5 & 6 code U applies

8-137HH

Operating Engineer - Heavy&Highway

01/01/2024

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: 07/01/2023

Party Chief \$81.72 Instrument Man 61.43 Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

All Categories

Straight Time: \$ 25.25* + \$7.64

Premium:

Time & 1/2 \$ 37.88* + \$7.64

Double Time \$ 50.50* + \$7.64

Non-Worked Holiday Supplemental Benefits:

\$ 21.19

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

01/01/2024

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, Vibratory Roller (Riding) used in mainline paving operations.

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).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

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), Deckhand.

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)

,	07/01/2023	03/04/2024
GROUP I	\$ 67.27	\$ 68.63
GROUP I-A	59.26	60.42
GROUP I-B	62.46	63.70
GROUP II-A	56.74	57.84
GROUP II-B	58.52	59.67
GROUP III	55.74	56.81
GROUP IV-A	50.63	51.57
GROUP IV-B	43.43	44.19
GROUP V-A		
Engineer-Cranes	76.24	77.82
Engineer-Pile Driver	73.61	75.13
Hoist Engineer	69.01	70.41
Jersey Spreader/Post		
Hole Digger	58.06	59.19

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:

\$ 33.75 up to \$ 34.85 up to 40 hours 40 hours After 40 hours After 40 hours \$24.50 plus \$1.25 on all hours worked hours worked

OVERTIME PAY

See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R 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:			
1st term 2nd term 3rd term 4th term	\$ 29.63 35.56 41.48 47.41	\$ 30.21 36.25 42.30 48.34	
Supplemental Benefits per hour:			
All terms	\$ 25.70	\$ 26.85	8-137Tun

Operating Engineer - Marine Dredging

01/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

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:	07/01/2023	10/01/2023
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 43.94	\$ 45.26
CLASS A2 Crane Operator (360 swing)	39.16	40.33
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	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

SUPPLEMENTAL BENEFITS

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B

\$ 11.85 plus 6% of straight time

\$ 12.00 plus 6% of straight time

wage, Overtime hours

add \$ 0.63

wage, Overtime hours

add \$ 0.63

All Class C \$ 11.60 plus 6% \$ 11.75 plus 6%

of straight time of straight time wage, Overtime hours wage, Overtime hours

add \$ 0.50 add \$ 0.50

All Class D \$ 11.35 plus 6% \$ 11.60 plus 6% of straight time of straight time

wage, Overtime hours wage, Overtime hours

add \$ 0.38 add \$ 0.50

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

01/01/2024

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 Duchess 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: 07/01/2023

Survey Classifications

Party Chief \$47.15 Instrument Man 39.30 Rodman 34.35

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.15

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE. *Double-time 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 01/01/2024

JOB DESCRIPTION Painter DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2023

Brush \$ 51.70*

Abatement/Removal of lead based 51.70*

or lead containing paint on materials to be repainted.

Spray & Scaffold	\$ 54.70*
Fire Escape	54.70*
Decorator	54.70*
Paperhanger/Wall Coverer	54.48*

^{*}Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:

 Paperhanger
 \$ 34.60

 All others
 32.73

 Premium
 36.70**

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:	07/01/2023
Appr 1st term	\$ 19.95*
Appr 2nd term	25.56*
Appr 3rd term	31.05*
Appr 4th term	41.62*

^{*}Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:

 Appr 1st term...
 \$ 16.06

 Appr 2nd term...
 19.95

 Appr 3rd term...
 23.02

 Appr 4th term...
 29.16

8-NYDC9-B/S

Painter 01/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, 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:
 07/01/2023

 Drywall Taper
 \$ 51.45*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.88

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

^{**}Applies only to "All others" category, not paperhanger journeyworker.

Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	\$ 19.95*
2nd term	25.56*
3rd term	31.00*
4th term	41.52*

^{*}Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

\$ 15.22
18.90
21.81
27.58

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

01/01/2024

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

10/01/2023

WAGES

Per Hour: STEEL:

Bridge Painting: 07/01/2023 \$ 54.50

\$ 54.50 \$ 56.00 + 10.10* + 10.35*

ADDITIONAL \$6.50 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:

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE Overtime: See (4, 6) on HOLIDAY PAGE

^{*} 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).

DISTRICT 8

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 21.80 + 4.04	\$ 22.40 + 4.14
2nd year	\$ 32.70 + 6.06	\$ 33.60 + 6.21
3rd year	\$ 43.60	\$ 44.80
Supplemental Benefits - Per hour:	+ 8.08	+ 8.28
1st year	\$.90 + 12.34	\$ 1.16 + 12.62
2nd year	\$ 7.07 + 18.51	\$ 7.46 + 18.93
3rd year	\$ 9.42 + 24.68	\$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping 01/01/2024

JOB DESCRIPTION Painter - Line Striping

ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator: \$10.03 \$22.24 \$23.65 Linerman Thermoplastic: 10.03 22.24 23.65

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:

1st Term: \$ 15.00 \$ 15.00 \$ 15.00

Last Published on Jan 01 2024		PRC Nur	mber 2024000078 Westch	ester County
2nd Term:	18.92	18.92	20.47	
3rd Term:	25.22	25.22	27.30	
Supplemental Benefits per hour:				
1st term:	\$ 9.16	\$ 22.24	\$ 23.65	8-1456-LS
2nd Term:	10.03	22.24	23.65	
3rd Term:	10.03	22.24	23.65	

Painter - Metal Polisher 01/01/2024

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

 07/01/2023

 Metal Polisher
 \$ 38.18

 Metal Polisher*
 39.28

 Metal Polisher**
 42.18

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Journeyworker:

All classification \$ 12.34

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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2023
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

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

^{*}Note: Applies on New Construction & complete renovation

^{**} Note: Applies when working on scaffolds over 34 feet.

^{**} Note: Applies when working on scaffolds over 34 feet.

Plumber 01/01/2024

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2023

Plumber and

Steamfitter \$ 62.36

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 \$41.51

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	\$ 23.20
2nd Term	26.61
3rd Term	30.74
4th Term	43.81
5th Term	46.99

Supplemental Benefits per hour:

1st term	\$ 17.12
2nd term	19.12
3rd term	22.74
4th term	30.02
5th term	31.82

8-21.1-ST

Plumber - HVAC / Service 01/01/2024

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 Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill,

Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2023

HVAC Service \$ 42.68

+ \$ 4.37*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service

\$ 28.99

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:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 19.32	\$ 22.91	\$ 28.56	\$ 35.13	\$ 38.15
+\$2.39*	+\$2.70*	+\$3.25*	+\$3.88*	+\$4.12*

^{*}Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices	07/01/2023
1st term 2nd term 3rd term 4th term 5th term	\$ 20.84 22.28 23.85 26.01 27.55

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

01/01/2024

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: 07/01/2023 Journeyworker: \$ 48.51

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

\$ 34.76

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
 \$ 20.92

 2nd year
 23.24

 3rd year
 25.29

4th year 35.48 5th year 37.49

Supplemental Benefits per hour:

\$ 11.45
13.46
17.51
23.67
25.68

8-21.3-J&A

Roofer 01/01/2024

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

 Per Hour:
 07/01/2023
 05/01/2024

 Additional

 Roofer/Waterproofer
 \$ 46.50
 \$2.50

 + \$7.00*

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.37

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 apprentices indentured prior to 01/01/2023

	TSt	∠na	3ra	4tn
	\$ 16.28	\$ 23.25	\$ 27.90	\$ 34.88
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 4.03	\$ 15.85	\$ 18.95	\$ 23.61

^{*} This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 17.67	\$ 20.93	\$ 23.25	\$ 27.90	\$ 34.88
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:					
	1st	2nd	3rd	4th	5th
	\$ 7.61	\$ 14.29	\$ 15.85	\$ 18.95	\$ 23.61

^{*} This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker 01/01/2024

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

07/01/2023

SheetMetal Worker \$47.00 + 3.60*

^{*} This portion is not subjected to overtime premiums.

*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 \$ 45.62

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
\$ 17.50	\$ 19.67	\$ 21.87	\$ 24.05	\$ 26.24	\$ 28.44	\$ 31.10	\$ 33.75
+ 1.44*	+ 1.62*	+ 1.80*	+ 1.98*	+ 2.16*	+ 2.34*	+ 2.52*	+ 2.70*

^{*}This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.53
2nd term	21.99
3rd term	24.42
4th term	26.88
5th term	29.32
6th term	31.75
7th term	33.72
8th term	35.71

8-38

Sheetmetal Worker 01/01/2024

JOB DESCRIPTION Sheetmetal Worker DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2023

Sign Erector \$ 56.00

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Sign Erector \$ 55.66

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:

10th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 35% 40% 45% 50% 55% 60% 65% 70% 75% 80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th

\$ 14.95 \$ 16.95 \$ 18.93 \$ 20.93 \$ 28.56 \$ 31.05 \$ 33.57 \$ 36.05 \$ 38.56 \$ 41.05

4-137-SE

Sprinkler Fitter 01/01/2024

JOB DESCRIPTION Sprinkler Fitter DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2023

Sprinkler \$ 50.86

Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 30.19

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 wage.

1st \$ 24.77	2nd \$ 27.53	3rd \$ 30.03	4th \$ 32.78	5th \$ 35.53	6th \$ 38.29	7th \$ 41.04	8th \$ 43.79	9th \$ 46.54	10th \$ 49.30
Supplemental	Benefits per l	hour							
1st \$ 8.74	2nd \$ 8.74	3rd \$ 20.32	4th \$ 20.32	5th \$ 20.57	6th \$ 20.57	7th \$ 20.57	8th \$ 20.57	9th \$ 20.57	10th \$ 20.57 1-669.2

JOB DESCRIPTION Teamster - Building / Heavy&Highway

Teamster - Building / Heavy&Highway

01/01/2024

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): Athey 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) Athey 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)

07/01/2023

GROUP A \$ 46.86*

GROUP AA	49.86*
GROUP B	47.48*
GROUP BB	46.98*
GROUP C	49.61*
GROUP D	47.31*
GROUP E	47.86*
GROUP F	48.86*
GROUP G	47.61*
GROUP H	48.23*
GROUP HH	48.61*
GROUP I	48.36*
GROUP II	48.73*

^{*} To calculate premium wage, subtract \$.10 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: When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate.

NOTE: The Employer Registration (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office

SUPPLEMENTAL BENEFITS

Per hour: Journeyworker

First 40 hours \$ 35.58 41st-45th hours 15.73 Over 45 hours 1.60

OVERTIME PAY

See (B, E, P, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

8-456

Welder 01/01/2024

JOB DESCRIPTION Welder

DISTRICT 1

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

Per hour 07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

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
(1)	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

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work State Office Building Campus Building 12 - Room 130 Albany, New York 12226

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: Contracting Agency Architect or Engineering Firm Public Work District Office Date: (Check Only One) 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) 2. NY State Units (see Item 5). 07 City 01 DOT 08 Local School District 02 OGS 09 Special Local District, i.e., Fire, Sewer, Water District 03 Dormitory Authority 10 Village 04 State University 11 Town Construction Fund 12 County 05 Mental Hygiene Telephone Fax Facilities Corp. 13 Other Non-N.Y. State (Describe) 06 OTHER N.Y. STATE UNIT E-Mail: 3. SEND REPLY TO (check if new or change) 4. SERVICE REQUIRED. Check appropriate box and provide project information. Name and complete address: New Schedule of Wages and Supplements. APPROXIMATE BID DATE: Additional Occupation and/or Redetermination Telephone Fax PRC NUMBER ISSUED PREVIOUSLY FOR OFFICE USE ONLY THIS PROJECT: F-Mail: **B. PROJECT PARTICULARS** Location of Project: 5. Project Title Location on Site Description of Work Route No/Street Address _____ Village or City _____ Contract Identification Number Town Note: For NYS units, the OSC Contract No. County_ 7. Nature of Project - Check One: OCCUPATION FOR PROJECT: **Fuel Delivery** 1. New Building Guards, Watchmen Construction (Building, Heavy 2. Addition to Existing Structure Highway/Sewer/Water) Janitors, Porters, Cleaners, 3. Heavy and Highway Construction (New and Repair) **Elevator Operators** Tunnel 4. New Sewer or Waterline Residential Moving furniture and 5. Other New Construction (Explain) equipment Landscape Maintenance 6. Other Reconstruction, Maintenance, Repair or Alteration Elevator maintenance Trash and refuse removal 7. Demolition Window cleaners Exterminators, Fumigators 8. Building Service Contract Other (Describe) Fire Safety Director, NYC Only 9. Does this project comply with the Wicks Law involving separate bidding? YES | | NO |

Signature

10. Name and Title of Requester



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.

<u>Debarment Database:</u> 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, <u>or</u> under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
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		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
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 GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
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	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
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		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
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	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

DOL	NYC	****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
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		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
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	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
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	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASELIS		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.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027

DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC	1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND	5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
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		KEAN INDUSTRIES, LLC	2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	****2959	KELC DEVELOPMENT, INC	7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER	7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN	2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL	9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	****3291	LINTECH ELECTRIC, INC.	3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA	1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
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	****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		MARIA NUBILE	84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE	4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION	704 GINESI DRIVE SUITE 29MORGANVILLE NJ	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	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
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	07/11/2022	07/11/2027
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		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		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024

DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
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
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
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	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025

DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

SECTION 010100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Work restrictions.
 - 5. Specification and drawing conventions.
 - 6. Miscellaneous provisions.

1.2 PROJECT INFORMATION

A. Project Identification: **RESTROOM ALTERATIONS**

EASTCHESTER PUBLIC LIBRARY

11 OAKRIDGE PLACE, EASTCHESTER, NEW YORK 10709

- B. Project Location: Eastchester Public Library 11 Oakridge Place, Eastchester, NY 10709
- C. Owner: Town of Eastchester 40 Mill Road, Eastchester, NY 10709
- D. Architect: Lothrop Associates Architects, D.P.C. 333 Westchester Ave, White Plains, NY.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and generally consists of the following:
 - 1. Alterations to two (2) existing Upper and Lower Men's Restrooms including but not limited to:
 - a. Upgrade finishes
 - b. Replace plumbing fixtures
 - c. Related plumbing, electrical and HVAC work
 - d. Modifications for ADA compliance
 - 2. Addition of ADA compliant drinking fountain /bottle filler fixtures at Upper and Lower Levels including related plumbing and electrical work.
- B. Type of Contract.
 - 1. Project will be executed under a single prime contract.

SUMMARY 010100 - 1

1.4 ACCESS TO SITE

- A. Contractor shall have limited use of Project Library exterior site for construction operations as indicated on the Drawings and as further indicated by requirements of this Section. Contractor's use of Project Library exterior site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 - 1. Driveways, Walkways and Entrances: Except as indicated, the Contractor shall keep driveways and entrances serving the Library and neighboring premises clear and available to Owner, Owner's employees, emergency vehicles and neighboring personnel at all times. These areas shall not be used for contractor parking.
 - 2. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - 3. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a safe, dust free condition throughout construction period. Repair damage caused by construction operations.

1.5 RELATED PROJECTS

A. During the course of this project, the Owner will have in progress a related project, which will include replacing the existing elevator. Information will be released and coordinated with the work of this Contract at the appropriate time.

1.6 COORDINATION WITH OCCUPANTS

A. The Library will be open to the public during the construction period. Coordinate construction activities with the Owner to minimize inconvenience to the Owner's staff and public.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on premises to normal business working hours of 8:00 AM to 4:00 PM, Monday through Friday, unless otherwise indicated.
- C. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- D. Controlled Substances: Consumption of alcohol, use of tobacco products and other controlled substances on the Library premises is not permitted.

SUMMARY 010100 - 2

1.8. SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 010100

SUMMARY 010100 - 3

SECTION 010200 ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for allowances.
- B. Itemized records and receipts for allowance items shall be presented to the Architect and Owner for audit. Unused funds shall be credited to the Owner.

1.2 ALLOWANCES

- A. In accordance with the Conditions of the Contract, the following Allowances shall be included in the Contract Sum, unless modified by the signed Agreement.
 - 1. <u>MAW ALLOWANCE</u> (Miscellaneous Additional Work) Include a cash Allowance of **\$20,000.00** for miscellaneous additional work as directed by the Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 010200

ALLOWANCES 010200 - 1

SECTION 010300 – ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

This Section includes administrative and procedural requirements for Alternates.

1.2 DEFINITIONS

- Definition: An Alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Execute accepted alternates under the same conditions as other Work of this Contract.

1.4 SCHEDULE OF ALTERNATES

Where indicated on the Bid Form, state the amount to be added to or deducted from the Base Bid Proposal for:

A. <u>ALTERNATE NO. 1</u> DELETE DRINKING FOUNTAIN/BOTTLE FILLERS

State the amount to be deducted from the Base Bid amount to delete the two (2) drinking fountain/bottle fillers (one on each level), including related plumbing and electrical work.

END OF SECTION 010300

ALTERNATES 010300 - 1

SECTION 010450 CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for cutting and patching.
- B. Refer to other Sections of these Specifications for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 DESCRIPTION OF WORK

- A. All cutting required for the installation of building systems, such as for Plumbing, HVAC and Electrical work, shall be performed by the party requiring same for the installation of their work, unless otherwise specifically indicated or noted to be performed otherwise.
- B. The Construction Contract shall include all patching of building materials and surfaces affected by the cutting and removals for all trades and subcontracts, except for patching which must be performed by mechanical and electrical trades.

1.3 CUTTING OF FINISH MATERIALS

- A. When it is necessary to have finish materials cut, drawings shall be submitted by the Contractor showing the proposed changes and indicating the finished conditions. The cutting shall not be done until the Architect has approved the drawings.
- B. Structural Work: Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
- D. Materials: Use materials identical to existing materials.
- E. Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
- F. Temporary Support: Provide temporary support of Work to be cut.
- G. Protection: Protect construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.

H. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

1.4 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cut existing construction to provide for the installation of other components or the performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- C. Cutting: Cut using methods least likely to damage elements to be retained or adjoining construction. Where possible review procedures with the original installer; comply with the original installer's recommendations.
- D. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- E. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.

1.5 PATCHING

- A. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
- B. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
- C. Restore exposed finishes of patched areas and extend finish into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- D. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken plane containing the patch, after the patched area has received primer and second coat.
- E. Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty and similar items. Thoroughly clean piping, conduit and similar features before painting or finishing is applied.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 011530 - CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as described in written Change Orders signed by the Owner, Architect and Contractor and issued after execution of the Contract, in accordance with the provisions of this Section.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.
- B. Change Order Form: AIA Document G-701 shall be used for all change orders.

1.3 SUBMITTALS

- A. Make submittals directly to the Architect at the address shown on the Project Directory in the Project Manual.
- B. Submit the number of copies called for under the various items listed in the Section.

1.4 PRODUCT HANDLING

- A. Maintain a "Register of Bulletins and Change Orders" at the job site, accurately reflecting current status of all pertinent data.
- B. Make the Register available to the Architect for review at his request.

1.5 PROCESSING CHANGES INITIATED BY THE OWNER

- A. Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Architect will issue a Directive to the Contractor.
 - 1. Directives shall be dated and numbered in sequence.
 - 2. Directives shall describe the contemplated changes, and carry one of the following instructions to the Contractor:
 - a. Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion.
 - b. Make the described change in the Work, credit or cost for which will be approved by the Owner and/or Architect and an adjustment in the Contract Time, if applicable.
 - c. Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

- B. If the Contractor has been directed by the Architect to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion, but the Contractor wishes to make a claim for one or both of such change, the Contractor shall proceed with the change and shall notify the Architect.
- C. If the Contractor has been directed by the Architect to make the described change subject to later determination of cost or credit, the Contractor shall:
 - 1. Take such measures as needed to make the change.
 - 2. Consult with the Architect and reach agreement on the most appropriate method for determining credit or cost for the change.
- D. If the Contractor has been directed by the Architect to promptly advise him as to credit or cost proposed for the described change, the Contractor shall:
 - 1. Analyze the described change and its impact on costs and time
 - 2. Secure the required information and forward it to the Architect for review.
 - 3. Meet with the Architect as required to explain costs and when appropriate, determine other acceptable ways to achieve the desired objective.
 - 4. Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Architect in writing when such avoidance no longer is practicable.

1.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- A. Should the Contractor required further information or explanation to interpret Contract Documents as to Architect's intent, he shall request such clarification. The Contractor's failure to do so, and subsequent work performed and rejected as a result of his misinterpretation of the Contract Documents will not be cause for a change in the Contract Sum.
- B. Should the Contractor discover a discrepancy among the Contract Documents, a concealed condition or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the Architect as required by pertinent provisions of the Contract Documents.
- C. Upon agreement by the Architect that there is reasonable cause to consider the Contractor's proposed change, the Architect will issue a Directive in accordance with the provisions described in Section 1.5 above.

1.7 PROCESSING DIRECTIVE

- A. Make written reply to the Architect in response to each Directive.
 - 1. State proposed change in the Contract Sum, if any.
 - 2. State proposed change in the Contract Time of Completion if any.
 - 3. Clearly describe other changes in the Work required by the proposed change, or desirable therewith, if any.
 - 4. Include full backup data such as subcontractor's letter or proposal or similar information.
 - 5. Submit this response in single copy.

- B. When cost or credit for the change has been agreed upon the Owner and the Contractor, the Architect will issue a "Change Order" to the Contractor.
- 1.8 PROCESSING CHANGE ORDERS
 - A. Change Orders shall be dated and numbered in sequence, and prepared on the forms specified.
 - B. Each Change Order shall describe the change or changes, refer to the Directive or Directives involved, and shall be signed by the Owner and the Architect and Contractor.
 - C. The Architect will prepare and issue three copies of each Change Order to the Contractor.
 - 1. The Contractor shall sign all three copies and return three copies to the Architect.
 - 2. The Architect will procure the Owner's signature and sign.
 - 3. The Architect will retain one signed copy and forward one signed copy each to the Owner and Contractor.
 - D. Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - 1. The Contractor promptly shall return three copies of the Change Order, unsigned by him, to the Architect with a letter signed by the Contractor and stating the reason or reasons for the Contractor's disagreement.
 - 2. The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under applicable provisions of the Contract Documents.

PART 2- PRODUCTS - (Not Used)

PART 3- EXECUTION – (Not Used)

SECTION 012000 – PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussions of issues, the Architect will conduct project meetings throughout the construction period.

1.2 AUTHORITY

A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority committing the Contractor to solutions agreed upon in the project meetings

1.3 AGENDA

A. Agenda items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding items to be added to the agenda.

B. MEETING REPORT

- 1. The Architect will prepare written reports of each project meeting, and will furnish copies to the Contractor, Owner and other interested parties.
- 2. Recipients of copies may make and distribute copies as necessary.

1.4 MEETING SCHEDULE

- A. Except as noted below for Preconstruction Meeting, project meetings shall be held bi-weekly.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

1.5 MEETING LOCATION

A. Unless otherwise required or mutually agreed by all parties, meetings shall be held at the job site.

1.6 PRECONSTRUCTION MEETING

- A. Preconstruction Meeting shall be scheduled within ten (10) working days after the Owner has issued the Notice to Proceed.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Architect will advise other interested parties, including the Owner, and request their attendance.
- B. Minimum Agenda: Data will be distributed and discussed on at least the following items:

PROJECT MEETINGS 012000-1

- 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Architect.
- 2. Channels and procedures for communications.
- 3. Construction schedule, including sequence of critical work.
- 4. Contract documents, including distribution of required copies of original Documents and revisions.
- 5. Processing of Shop Drawings and other data submitted to the Architect for review.
- 6. Processing of Bulletins, Change Directives, Field Directives, and Change Orders.
- 7. Rules and regulations governing performance of the Work.
- 8. Procedures for security, quality control, housekeeping, and related matters.

1.7 PROJECT MEETINGS

A. Attendance:

- 1. To the maximum extent possible, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
- 2. Subcontractors, material suppliers, and others may be invited to attend those project meetings when their interests are involved.

B. Minimum Agenda:

- 1. Review, revise as necessary, and approve minutes of previous meetings.
- 2. Review progress of the Work since last meeting, including status of submittals for approval.
- 3. Identify problems, which impede planned progress.
- 4. Develop corrective measures and procedures to regain planned schedule.
- 5. Complete other current business.

C. Revisions to Minutes:

1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.

1.8 PROJECT CORRESPONDENCE

- A. All correspondence concerning the project, which is being submitted to the Owner or Architect, shall clearly be identified meeting the following requirements:
 - 1. Project Name and Title
 - 2. Date
 - 3. Project Site Name
 - 4. Architects Project No.
- B. All correspondence not conforming to the above requirements will be discarded.

PROJECT MEETINGS 012000-2

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012000

PROJECT MEETINGS 012000-3

SECTION 012500 - PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

1.2 SUBSTITUTIONS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by the Owner or Architect.
 - 2. Specified options of products and construction methods included in Contract Documents.
 - 3. Compliance with governing regulations and orders issued by governing authorities.
- B. Submittal: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
 - 1. Submit a copy of each request for substitution in the form and in accordance with procedures for Change Order proposals.
 - 2. Identify the product, or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Document compliance with requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A comparison of significant qualities of the proposed substitution with those specified.
 - d. A list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and any separate Contractors that will be necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on the Construction Schedule compared to the Schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification by the Contractor that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time, that may be necessary because of the

substitution's failure to perform adequately.

- 3. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information necessary for evaluation. Within 2 weeks of receipt of the request, or one week of receipt of additional information, whichever is later, the Architect will notify the Contractor of acceptance or rejection. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of a Change Order for substitutions changing the Contract Time or Contract Sum.
- C. Substitutions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise, requests will be returned without action except to record noncompliance with these requirements.
 - 1. Extensive revisions to Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of Contract Documents.
 - 3. The request is timely, fully documented and properly submitted.
 - 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 - 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 - 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 - 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, and similar considerations.
 - 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 - 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 - 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- D. Where a proposed substitution involves more than one subcontractor, each subcontractor shall cooperate with the other subcontractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.
- E. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does

not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 013000 SUBMITTALS AND SCHEDULES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies requirements for handling Submittals. Refer to related provisions of the General and Supplementary Conditions.
- B. General Procedures: Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, and other submittals and related activities. Transmit in advance of performance of related activities to avoid delays.
 - 1. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
 - 2. Processing: Allow ten (10) working days for initial review. Allow more time if processing must be delayed for coordination with other submittals. The Architect will advise the Contractor when a submittal must be delayed for coordination. Allow ten (10) working days for reprocessing each submittal.
 - a. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
 - 3. Submittal Preparation: Place a label or title block on each submittal for identification. Provide a 4" x 10" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
 - A. Project name.
 - B. Date.
 - C. Name and address of Architect.
 - D. Name and address of Contractor.
 - E. Name and address of subcontractor.
 - F. Name and address of supplier.
 - G. Name of manufacturer.
 - H. Submission number.
- C. Contractor's Review: The Contractor shall examine the submission and indicate the results of his review with a stamp with his signed approval representing that he has checked and verified the submission with the requirements of the work and the Contract Documents on the submission made to the Architect. Contractor shall retain one digital file copy of all submissions for his review, and will forward a digital copy of each shop drawing, catalog cut, manufacturer's specifications, etc., to the Architect for review, with a copy of the transmittal to the Owner's Representative if so required. Submittals which do not bear the Contractor's signed review stamp will be returned with no action taken. Submittal Transmittal: Package submittals appropriately for transmitting via e mail.

Transmit digital submissions with an appropriate Contractor's Cover Sheet.

Submittals received from other than the Contractor will be returned without action. Record requests for data and deviations from Contract Documents. Include Contractor's certification that information complies with Contract Documents.

- D. Submittal Cover Sheet: Each submittal shall include a Submittal Cover Sheet on Contractor's letterhead which summarizes the submission and includes the above information. A Sample Cover Sheet is included at the end of this section, identified as "EXHIBIT-A".
- E. Contractor's Construction Schedule: Submit a fully developed, bar-chart type construction schedule, within 10 days of the date established for Commencement of the Work. Provide a separate bar for each construction activity and a vertical line to identify the first working day of each week. Use the breakdown of units of Work as indicated in the "Schedule of Values".
 - 1. Prepare the schedule on reproducible media, of sufficient width to show data for the entire construction period.
 - 2. Secure commitments for performing critical construction operations from parties involved. Coordinate each activity with other activities and show in proper sequence; include minor elements involved in the construction sequence. Indicate sequences necessary for completion of related portions.
 - 3 Coordinate the Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests and other schedules.
 - 4. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the Schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- F. Phasing and Area Separations: If applicable, provide a separate time bar to identify each construction phase or area for each major part of the Work. Indicate where each element must be sequenced with other activities.
- G. Submittal Schedule: Provide the Submittal Schedule simultaneously with the Construction Schedule. Coordinate the Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Construction Schedule.
 - 1. Prepare the Submittal Schedule in chronological order; include submittals required during the first 30 days of construction. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Name of subcontractor.
 - d. Description of the construction element covered.
 - e. Scheduled date of the Architect's final acceptance.
- H. Distribution of Schedules: Distribute copies of the Construction and Submittal Schedules to the Architect, Owner, subcontractors, and other parties required to comply with

scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.

- 1. Updating: Revise and issue each Schedule after each meeting or activity, where revisions have been made.
- I. Shop Drawings: Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Architect's or Engineer's drawings or Contract Documents or copy standard information as the basis of Shop Drawings. Fax or blurred copies are unacceptable as shop drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products, materials and finishes included.
 - 3. Notation of coordination requirements.
 - 4. Notation of dimensions established by field measurement.
 - 5. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings virtually on sheets at least 8-1/2" x 11" but no larger than 30" x 42".
 - 6. Submittal: Submit one (1) PDF copy for review; one (1) PDF copy will be returned.
 - 7. Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.
- J. Product Data: Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Fax or blurred copies are unacceptable. Where color choices are required, provide color charts which are reasonably discernable via digital review. Provide actual manufacturer's color charts when requested by the Architect.
 - 1. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.

K. Submittals:

- 1. Submit one (1) copy in PDF format, via e-mail of each required submittal to the Architect. The Architect will return one (1) PDF copy to the Contractor, and a copy to the Owner's Representative marked with action taken and corrections or modifications required unless instructed otherwise by the Architect.
- 2. Distribution: Furnish copies of final submittal to the Owner's representative, installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.

- 3. Do not permit use of unmarked copies of Product Data in connection with construction.
- 4. Fax or blurred copies are unacceptable.
- L. Samples: Submit (4) full-size Samples to the Architect, cured and finished as specified and identical to the product proposed. Mount, display, or package Samples to facilitate review. Prepare Samples to match the Architect's Sample if applicable.
 - 1. Include the following information tagged on one face, with the other face reserved for Architect's action stamp.
 - a. Project name.
 - b. Date.
 - c. Architect's name.
 - d. Contractor's name.
 - e. Generic description.
 - f. Source.
 - g. Product name or name of manufacturer.
 - h. Compliance with recognized standards.
 - i. Availability and delivery time.
 - 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics, and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.
 - 3. Preliminary submittals: Where Samples are for selection of characteristics from a range of choices, submit a full set of choices for the product. Preliminary submittals will be reviewed and returned indicating selection and other action.
 - 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit (4) sets; two will be returned marked with the action taken. Maintain one Sample set at the Project site, for quality comparisons.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
 - 5. Distribution: Prepare additional sets for Owner, subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.
- M. Architect's Action: Except for submittals for record, information or similar purposes, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return.
 - 1. The Architect will indicate the results of his review of the Contractor's shop drawings/catalog cuts by marking them as follows:

NO EXCEPTIONS TAKEN: Submittal may be released for fabrication, erection, construction and incorporation in the work without further checking, approval or submission of shop drawings, catalog cuts, etc.

MAKE CORRECTIONS NOTED: Submittal may be released for fabrication, erection, construction and incorporation in the work subject to notes, corrections shown thereon which have been made by the Architect or his Consultants. It is not necessary to resubmit submittals marked Make Corrections Noted.

AMEND AND RESUBMIT: Shop drawings, catalog cuts, etc., so marked must be corrected or changed, and resent to the Architect for final approval, in the number and forms required by him.

REJECTED-SEE REMARKS: The items shown in the submittal are rejected for fabrication and their incorporation into the work is not permitted. Submittals so marked will be returned to the Contractor for corrections and/or the addition of more details, and resubmission will be required.

- 2. The Architect's review and action taken of a separate item shall not indicate he has reviewed and acted upon the assembly in which the item functions. The Architect's review and action does not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.
- 3. In the event of returns for correction and re-submissions, all alterations, changes and additions of new information beyond the scope of the Architect's corrective notations, shall be suitably marked (clouded) on the shop drawing or drawings and noted in the accompanying transmittal or resubmission.
- 4. Record Submittals: See other sections for requirements, if any, to submit complete set of shop drawings, product data and samples of in-place work for Owner's records.
- 5. The Architect shall review each submittal a maximum of two (2) times. The Architect shall not review submittals in excess of two (2) times, which have not been properly corrected, or which have been resubmitted unnecessarily by the Contractor without authorization from the Owner as an Additional Service.
- N. Electronic Submittals: Shop drawings shall be submitted in electronic format, subject to all requirements of this Section. Procedures for electronic submittals shall be established with the Owner and Architect prior to commencement of construction.
- O. Electronic Copies of Construction Documents: The Contractor may request from the Architect electronic files (CAD files) for use in preparing shop drawings. The Contractor shall make requests in writing together with a specific list of drawings and shall execute a release form provided by the Architect.

PART 2 - PRODUCTS - (Not Used

PART 3 - EXECUTION – (Not Used)

EXHIBIT 'A'

Contractor's Letterhead

SHOP DRAWING COVER SHEET (sample)

Contractor:		-		
Address:		_		
Contact Name:		_		
Phone:		_		
E-mail:		_		
Owner:		_		
Architect:		_		
Name of Project:		-		
Lothrop Associates Project Number:		-		
TYPE OF SUBMITTAL:				
[] Shop Drawing [] [] Product Data [] [] Test Report []	Schedule [Certificate [Warranty [[] Sample [] Color Sample [] Record Submittal		
DESCRIPTION:				
Product Name:				
Manufacturer:				
Subcontractor/Supplier:				
REFERENCE:	CONTRACTOR'S	S REVIEW STAMP		
Drawing No.:		THIS CONTRACTOR HEREBY ACKNOWLEDGES THAT		
Spec.Section No.:	COMPLIANCE W	SUBMITTAL HAS BEEN REVIEWED FOI ITH THE CONTRACT DOCUMENTS AND SECTION 013000.		
	REVIEWED BY:_			
	SIGNED:			

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RESTROOM ALTERATIONS	

LAA PROJECT No. 22	262-00
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DATE:				

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit unaltered, original, full-size image files.
 - 1. Digital Camera: Minimum sensor resolution of 12 megapixels.
 - 2. Identification: Provide the following information with each image submission:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Date photograph was taken.
 - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - 3. Each image file shall be date and time stamped in the metadata file.

1.3 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide color images in JPG format, with minimum size of 12 megapixels.
- B. Digital images taken by cellular telephones will not be accepted unless date and time is stamped on the image.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Provide a photographer subject to Architect's acceptance, to take construction photographs.
- B. General: Take color photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- D. Preconstruction Photographs: Before commencement of demolition, take color photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
 - 1. Flag construction limits before taking construction photographs.
 - 2. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- E. Periodic Construction Photographs: Take ten (10) color photographs monthly with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
 - 1. Submit Periodic Construction Photographs monthly to the Architect, concurrent with Applications for Payment on a compact disc, or flash drive properly labeled as specified above.
- F. Final Completion Construction Photographs: Take (20) color photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

SECTION 013700 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included: After award of Contract, provide a detailed breakdown of the agreed Contract Sum showing labor and material values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.

1.02 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.
- C. Provide a list of sub contractors to be used on the project.

1.03 SUBMITTALS

- A. Prior to the first application for payment, submit a proposed Schedule of Values to the Architect.
 - 1. Meet with the Architect and determine additional data, if any, required to be submitted.
 - 2. Secure the Architect's approval of the Schedule of Values prior to submitting first Application for Partial Payment.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION - (Not Used)

SECTION 014200 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for References.
- B. General: Basic Contract definitions are included in the Conditions of the Contract.

1.2 DEFINITIONS

- A. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- B. **"Architect/Engineer":** means the entity identified as the "Architect" in Division 00 "General Conditions".
- C. "Contract": means the Contract Documents. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect/Engineer and a Contractor or a Subcontractor of any tier, (2) between the Owner and a Subcontractor of any tier or (3) between any persons or entities other than the Owner and Contractor. The Architect/Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect/Engineer's duties.
- D. "Contractor": means the entity holding a Public Improvement Contract with the Owner for this Project.
- E. "Contract Documents": means all Documents including, but not limited to, all Drawings and Specifications; the Contractor's Bid, Addenda issued prior to execution of the Contract; other documents listed in the foregoing documents (unless otherwise excluded); and Modifications issued after execution of the Contract. "Contract Sum" means the total not-to-exceed cost specified in the Contract Documents.
- F. "Day": means calendar day, including weekends and holidays, unless otherwise specified in the Contract Documents.
- G. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- H. "Drawings": means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

- I. **Experienced,"**: means, when used with the term "installer," to have successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- J. "Furnish": means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations
- K. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- L. "Install": means operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- M. "Installer": means the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- N. "Owner": means the entity designated as "Owner" in Division 00, Section 007000 "General Conditions"
- O. **"Project":** means the total construction project including the Work performed under all Contractor's Contracts and which may include goods or services provided by the Owner or by separate contractors, vendors or consultants.
- P. "Project Site": means the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- Q. "Provide": means to furnish and install, complete and ready for the intended use.
- R. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- S. "Site": means the specific location of the "Project Identification" provided in Division 01 Section 011000 Summary of Work.
- T. "Specifications": mean that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- U. **"Subcontractor":** means subcontractors, of every tier, performing Work which is the responsibility of Contractor.
- V. "Supplier": means entities, of every tier, supplying materials or services to Contractor to complete its Work for this Project.

- W. "Testing Agency": means a testing agency which is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- X. "Work": means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.3 SPECIFICATION FORMAT

A. These Specifications are organized into Divisions and Sections based on the multiple division format and CSI/CSC's "Master Format" 2018 version numbering system.

1.4 SPECIFICATION CONTENT

- A. These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
- B. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
- C. Streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled in directly by the Contractor or by others when so noted.
- D. The words "shall', shall be",or "shall comply with", depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- E. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- F. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- G. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

H. Abbreviations and Names: Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

1.5 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.6 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AABC Associated Air Balance Council; www.aabc.com.
 - 2. AAMA American Architectural Manufacturers Association; www.aamanet.org.
 - 3. AAPFCO Association of American Plant Food Control Officials; www.aapfco.org.
 - 4. AASHTO American Association of State Highway and Transportation Officials; www.transportation.org.
 - 5. AATCC American Association of Textile Chemists and Colorists; www.aatcc.org.
 - 6. ABMA American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ABMA American Boiler Manufacturers Association; www.abma.com.
 - 8. ACI American Concrete Institute; (Formerly: ACI International); www.concrete.org
 - 9. ACPA American Concrete Pipe Association; www.concrete-pipe.org.
 - 10. AEIC Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 11. AF&PA American Forest & Paper Association; www.afandpa.org.
 - 12. AGA American Gas Association; www.aga.org.
 - 13. AHAM Association of Home Appliance Manufacturers; www.aham.org.
 - 14. AHRI Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 - 15. AI Asphalt Institute; www.asphaltinstitute.org.
 - 16. AIA American Institute of Architects (The); www.aia.org.
 - 17. AISC American Institute of Steel Construction; www.aisc.org.

- 18. AISI American Iron and Steel Institute; www.steel.org.
- 19. AITC American Institute of Timber Construction; www.aitc-glulam.org.
- 20. AMCA Air Movement and Control Association International, Inc.; www.amca.org.
- 21. ANSI American National Standards Institute; www.ansi.org.
- 22. AOSA Association of Official Seed Analysts, Inc.; www.aosaseed.com.
- 23. APA APA The Engineered Wood Association; www.apawood.org.
- 24. APA Architectural Precast Association; www.archprecast.org.
- 25. API American Petroleum Institute; www.api.org.
- 26. ARI Air-Conditioning & Refrigeration Institute; (See AHRI).
- 27. ARI American Refrigeration Institute; (See AHRI).
- 28. ARMA Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
- 29. ASCE American Society of Civil Engineers; www.asce.org.
- 30. ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
- 31. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
- 32. ASME ASME International; (American Society of Mechanical Engineers); www.asme.org.
- 33. ASSE American Society of Safety Engineers (The); www.asse.org.
- 34. ASSE American Society of Sanitary Engineering; www.asse-plumbing.org.
- 35. ASTM ASTM International; www.astm.org.
- 36. ATIS Alliance for Telecommunications Industry Solutions; www.atis.org.
- 37. AWEA American Wind Energy Association; www.awea.org.
- 38. AWI Architectural Woodwork Institute; www.awinet.org.
- 39. AWMAC Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
- 40. AWPA American Wood Protection Association; www.awpa.com.
- 41. AWS American Welding Society; www.aws.org.
- 42. AWWA American Water Works Association; www.awwa.org.
- 43. BHMA Builders Hardware Manufacturers Association; www.buildershardware.com.
- 44. BIA Brick Industry Association (The); www.gobrick.com.
- 45. BICSI BICSI, Inc.; www.bicsi.org.
- 46. BIFMA BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
- 47. BISSC Baking Industry Sanitation Standards Committee; www.bissc.org.
- 48. BWF Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
- 49. CDA Copper Development Association; www.copper.org.
- 50. CE Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/
- 51. CEA Canadian Electricity Association; www.electricity.ca.
- 52. CEA Consumer Electronics Association; www.ce.org.
- 53. CFFA Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
- 54. CFSEI Cold-Formed Steel Engineers Institute; www.cfsei.org.
- 55. CGA Compressed Gas Association; www.cganet.com.
- 56. CIMA Cellulose Insulation Manufacturers Association; www.cellulose.org.
- 57. CISCA Ceilings & Interior Systems Construction Association; www.cisca.org.
- 58. CISPI Cast Iron Soil Pipe Institute; www.cispi.org.
- 59. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
- 60. CPA Composite Panel Association; www.pbmdf.com.
- 61. CRI Carpet and Rug Institute (The); www.carpet-rug.org.

- 62. CRRC Cool Roof Rating Council; www.coolroofs.org.
- 63. CRSI Concrete Reinforcing Steel Institute; www.crsi.org.
- 64. CSA CSA Group; www.csa.ca.
- 65. CSA CSA International; (Formerly: IAS International Approval Services); www.csa-international.org.
- 66. CSI Construction Specifications Institute (The); www.csinet.org.
- 67. CSSB Cedar Shake & Shingle Bureau; www.cedarbureau.org.
- 68. CTI Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
- 69. CWC Composite Wood Council; (See CPA).
- 70. DASMA Door and Access Systems Manufacturers Association; www.dasma.com.
- 71. DHI Door and Hardware Institute; www.dhi.org.
- 72. ECA Electronic Components Association; (See ECIA).
- 73. ECAMA Electronic Components Assemblies & Materials Association; (See ECIA).
- 74. ECIA Electronic Components Industry Association; www.eciaonline.org.
- 75. EIA Electronic Industries Alliance; (See TIA).
- 76. EIMA EIFS Industry Members Association; www.eima.com.
- 77. EJMA Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
- 78. ESD ESD Association; (Electrostatic Discharge Association); www.esda.org.
- 79. ESTA Entertainment Services and Technology Association; (See PLASA).
- 80. ETL Intertek (See Intertek); www.intertek.com.
- 81. EVO Efficiency Valuation Organization; www.evo-world.org.
- 82. FCI Fluid Controls Institute; www.fluidcontrolsinstitute.org.
- 83. FIBA Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
- 84. FIVB Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
- 85. FM Approvals FM Approvals LLC; www.fmglobal.com.
- 86. FM Global FM Global; (Formerly: FMG FM Global); www.fmglobal.com.
- 87. FRSA Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
- 88. FSA Fluid Sealing Association; www.fluidsealing.com.
- 89. FSC Forest Stewardship Council U.S.; www.fscus.org.
- 90. GA Gypsum Association; www.gypsum.org.
- 91. GANA Glass Association of North America; www.glasswebsite.com.
- 92. GS Green Seal; www.greenseal.org.
- 93. HI Hydraulic Institute; www.pumps.org.
- 94. HI/GAMA Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
- 95. HMMA Hollow Metal Manufacturers Association; (See NAAMM).
- 96. HPVA Hardwood Plywood & Veneer Association; www.hpva.org.
- 97. HPW H. P. White Laboratory, Inc.; www.hpwhite.com.
- 98. IAPSC International Association of Professional Security Consultants; www.iapsc.org.
- 99. IAS International Accreditation Service; www.iasonline.org.
- 100. IAS International Approval Services; (See CSA).
- 101. ICBO International Conference of Building Officials; (See ICC).
- 102. ICC International Code Council; www.iccsafe.org.
- 103. ICEA Insulated Cable Engineers Association, Inc.; www.icea.net.
- 104. ICPA International Cast Polymer Alliance; www.icpa-hq.org.
- 105. ICRI International Concrete Repair Institute, Inc.; www.icri.org.
- 106. IEC International Electrotechnical Commission; www.iec.ch.
- 107. IEEE Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.

- 108. IES Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
- 109. IESNA Illuminating Engineering Society of North America; (See IES).
- 110. IEST Institute of Environmental Sciences and Technology; www.iest.org.
- 111. IGMA Insulating Glass Manufacturers Alliance; www.igmaonline.org.
- 112. IGSHPA International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
- 113. ILI Indiana Limestone Institute of America, Inc.; www.iliai.com.
- 114. Intertek Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
- 115. ISA International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
- 116. ISAS Instrumentation, Systems, and Automation Society (The); (See ISA).
- 117. ISFA International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
- 118. ISO International Organization for Standardization; www.iso.org.
- 119. ISSFA International Solid Surface Fabricators Association; (See ISFA).
- 120. ITU International Telecommunication Union; www.itu.int/home.
- 121. KCMA Kitchen Cabinet Manufacturers Association; www.kcma.org.
- 122. LMA Laminating Materials Association; (See CPA).
- 123. LPI Lightning Protection Institute; www.lightning.org.
- 124. MBMA Metal Building Manufacturers Association; www.mbma.com.
- 125. MCA Metal Construction Association; www.metalconstruction.org.
- 126. MFMA Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
- 127. MFMA Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
- 128. MHIA Material Handling Industry of America; www.mhia.org.
- 129. MIA Marble Institute of America; www.marble-institute.com.
- 130. MMPA Moulding & Millwork Producers Association; www.wmmpa.com.
- 131. MPI Master Painters Institute; www.paintinfo.com.
- 132. MSS Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
- 133. NAAMM National Association of Architectural Metal Manufacturers; www.naamm.org.
- 134. NACE NACE International; (National Association of Corrosion Engineers International); www.nace.org.
- 135. NADCA National Air Duct Cleaners Association; www.nadca.com.
- 136. NAIMA North American Insulation Manufacturers Association; www.naima.org.
- 137. NBGQA National Building Granite Quarries Association, Inc.; www.nbgqa.com.
- 138. NBI New Buildings Institute; www.newbuildings.org.
- 139. NCAA National Collegiate Athletic Association (The); www.ncaa.org.
- 140. NCMA National Concrete Masonry Association; www.ncma.org.
- 141. NEBB National Environmental Balancing Bureau; www.nebb.org.
- 142. NECA National Electrical Contractors Association; www.necanet.org.
- 143. NeLMA Northeastern Lumber Manufacturers Association; www.nelma.org.
- 144. NEMA National Electrical Manufacturers Association; www.nema.org.
- 145. NETA InterNational Electrical Testing Association; www.netaworld.org.
- 146. NFHS National Federation of State High School Associations; www.nfhs.org.
- 147. NFPA National Fire Protection Association; www.nfpa.org.
- 148. NFPA NFPA International; (See NFPA).
- 149. NFRC National Fenestration Rating Council; www.nfrc.org.

- 150. NHLA National Hardwood Lumber Association; www.nhla.com.
- 151. NLGA National Lumber Grades Authority; www.nlga.org.
- 152. NOFMA National Oak Flooring Manufacturers Association; (See NWFA).
- 153. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
- 154. NRCA National Roofing Contractors Association; www.nrca.net.
- 155. NRMCA National Ready Mixed Concrete Association; www.nrmca.org.
- 156. NSF NSF International; www.nsf.org.
- 157. NSPE National Society of Professional Engineers; www.nspe.org.
- 158. NSSGA National Stone, Sand & Gravel Association; www.nssga.org.
- 159. NTMA National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
- 160. NWFA National Wood Flooring Association; www.nwfa.org.
- 161. PCI Precast/Prestressed Concrete Institute; www.pci.org.
- 162. PDI Plumbing & Drainage Institute; www.pdionline.org.
- 163. PLASA PLASA; (Formerly: ESTA Entertainment Services and Technology Association); http://www.plasa.org.
- 164. RCSC Research Council on Structural Connections; www.boltcouncil.org.
- 165. RFCI Resilient Floor Covering Institute; www.rfci.com.
- 166. RIS Redwood Inspection Service; www.redwoodinspection.com.
- 167. SAE SAE International; www.sae.org.
- 168. SCTE Society of Cable Telecommunications Engineers; www.scte.org.
- 169. SDI Steel Deck Institute; www.sdi.org.
- 170. SDI Steel Door Institute; www.steeldoor.org.
- 171. SEFA Scientific Equipment and Furniture Association (The); www.sefalabs.com.
- 172. SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
- 173. SIA Security Industry Association; www.siaonline.org.
- 174. SJI Steel Joist Institute; www.steeljoist.org.
- 175. SMA Screen Manufacturers Association; www.smainfo.org.
- 176. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 177. SMPTE Society of Motion Picture and Television Engineers; www.smpte.org.
- 178. SPFA Spray Polyurethane Foam Alliance; www.sprayfoam.org.
- 179. SPIB Southern Pine Inspection Bureau; www.spib.org.
- 180. SPRI Single Ply Roofing Industry; www.spri.org.
- 181. SRCC Solar Rating & Certification Corporation; www.solar-rating.org.
- 182. SSINA Specialty Steel Industry of North America; www.ssina.com.
- 183. SSPC SSPC: The Society for Protective Coatings; www.sspc.org.
- 184. STI Steel Tank Institute; www.steeltank.com.
- 185. SWI Steel Window Institute; www.steelwindows.com.
- 186. SWPA Submersible Wastewater Pump Association; www.swpa.org.
- 187. TCA Tilt-Up Concrete Association; www.tilt-up.org.
- 188. TCNA Tile Council of North America, Inc.; www.tileusa.com.
- 189. TEMA Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
- 190. TIA Telecommunications Industry Association (The); (Formerly: TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
- 191. TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
- 192. TMS The Masonry Society; www.masonrysociety.org.
- 193. TPI Truss Plate Institute; www.tpinst.org.

- 194. TPI Turfgrass Producers International; www.turfgrasssod.org.
- 195. TRI Tile Roofing Institute; www.tileroofing.org.
- 196. UL Underwriters Laboratories Inc.; http://www.ul.com.
- 197. UNI Uni-Bell PVC Pipe Association; www.uni-bell.org.
- 198. USAV USA Volleyball; www.usavolleyball.org.
- 199. USGBC U.S. Green Building Council; www.usgbc.org.
- 200. USITT United States Institute for Theatre Technology, Inc.; www.usitt.org.
- 201. WA Wallcoverings Association; www.wallcoverings.org
- 202. WASTEC Waste Equipment Technology Association; www.wastec.org.
- 203. WCLIB West Coast Lumber Inspection Bureau; www.wclib.org.
- 204. WCMA Window Covering Manufacturers Association; www.wcmanet.org.
- 205. WDMA Window & Door Manufacturers Association; www.wdma.com.
- 206. WI Woodwork Institute; www.wicnet.org.
- 207. WSRCA Western States Roofing Contractors Association; www.wsrca.com.
- 208. WWPA Western Wood Products Association; www.wwpa.org.
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
 - 1. DIN Deutsches Institut für Normung e.V.; www.din.de.
 - 2. IAPMO International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 - 3. ICC International Code Council; www.iccsafe.org.
 - 4. ICC-ES ICC Evaluation Service, LLC; www.icc-es.org.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
 - 1. COE Army Corps of Engineers; www.usace.army.mil.
 - 2. CPSC Consumer Product Safety Commission; www.cpsc.gov.
 - 3. DOC Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 - 4. DOD Department of Defense; www.quicksearch.dla.mil.
 - 5. DOE Department of Energy; www.energy.gov.
 - 6. EPA Environmental Protection Agency; www.epa.gov.
 - 7. FAA Federal Aviation Administration; www.faa.gov.
 - 8. FG Federal Government Publications; www.gpo.gov/fdsys.
 - 9. GSA General Services Administration; www.gsa.gov.
 - 10. HUD Department of Housing and Urban Development; www.hud.gov.
 - 11. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
 - 12. OSHA Occupational Safety & Health Administration; www.osha.gov.
 - 13. SD Department of State; www.state.gov.
 - 14. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.

- 15. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
- 16. USDA Department of Agriculture; Rural Utilities Service; www.usda.gov.
- 17. USDOJ Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
- 18. USP U.S. Pharmacopeial Convention; www.usp.org.
- 19. USPS United States Postal Service; www.usps.com.
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. CFR Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
 - 2. DOD Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 - 3. DSCC Defense Supply Center Columbus; (See FS).
 - 4. FED-STD Federal Standard; (See FS).
 - 5. FS Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
 - 6. MILSPEC Military Specification and Standards; (See DOD).
 - 7. USAB United States Access Board; www.access-board.gov.
 - 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 - 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 - 3. CDHS; California Department of Health Services; (See CDPH).
 - 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.caliag.org.
 - 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 - 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
 - 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 015000 - TEMPORARY FACILITIES AND SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, project security and protection.

1.2 QUALITY ASSURANCE

A. Comply with requirements of local laws and regulations governing construction and local industry standards in the installation and maintenance of temporary services and facilities.

1.3 WORK OF THE CONTRACT

- A. In addition to all other equipment, plant, etc., specified elsewhere in the Specifications or necessary to complete the work, the Contractor shall furnish, maintain and operate the following temporary facilities and services for the common use of all parties engaged in the construction work of this project unless otherwise specifically noted.
 - 1. Layout and coordination.
 - 2. Parking, and staging areas.
 - 3. Safety and protection.
 - 4. Temporary fences barricades and railings.
 - 5. Dust Barriers and floor protection.
 - 6. Field offices for Contractor and/or his subcontractors.
 - 7. Telephone and computer for Contractor's use.
 - 8. Security.
 - 9. Fire protection.
 - 10. Stockpiling and storage areas.
 - 11. Temporary toilets.
 - 12. Cleaning up and rubbish removal.
 - 13. Progress photographs.
 - 14. Temporary elevator and stair use.
 - 15. Temporary water.
 - 16. Temporary electric power.
- B. Temporary facilities and services shall be discontinued as directed by the Architect and Owner when their use is no longer required or they impede the progress of the work. The Contractor shall thereafter provide, at no increase in the contract amount, any and all temporary facilities and services required to complete the work of the contract. Should a change in the location of any temporary facilities or services be necessary to progress the work properly, the Contractor shall remove and relocate them as directed by the Architect or Owner, all at no increase in the contract amount. When directed by the Architect or Owner and no longer required, all temporary facilities shall be removed.

1.4 LAYOUT AND COORDINATION

- A. All principal lines, levels, corners, and grades shall be established by the Contractor with utmost accuracy, with reference points set and recorded for the common use of all.
- B. Reference points shall remain and be maintained as long as required for any part of the work for all contracts for the project.

1.5 PARKING, AND STAGING AREAS

- A. Parking: Public metered parking is available for construction personnel.
- B. All maintenance required to keep staging and delivery areas clear and clean from construction rubbish shall be the responsibility of the Contractor.
- C. Staging: The Contractor shall maintain staging areas free from debris, obstructions, snow, ice, standing water, etc.

1.6 GENERAL SAFETY AND PROTECTION

- A. The Contractor and each Subcontractor shall take adequate precautions to protect from damage or deterioration, and to safeguard from theft or pilferage all materials, tools, and equipment pertaining to his work which are on the site of the project, whether stored or incorporated in the structure. Where permanent construction is installed in place of temporary types, such as for door, window or other openings, such permanent construction shall be suitably maintained, protected from damage, and in first class condition when delivered to the Owner.
- B. The Contractor shall continuously maintain adequate protection of all work from damage including flood or other water damage and shall protect the Owner's property and adjacent property from injury or loss arising in connection with the Contract. The Contractor shall perform the work in such manner as to insure against injury or damage to the Owner's property or to adjacent property. They shall make good any damage, injury or loss which results or which is contributed to by his failure to comply with these requirements.
- C. At the end of each day's work, all new work subject to damage by the elements and al points where water or frost may enter any part of the structure shall be covered.
- D. In addition to the requirements included in this Section, the Contractor's attention is specifically directed to the applicable requirements of OSHA.

1.7 BARRICADES FENCES AND RAILINGS

A. Barricades:

- 1. Temporary barricades shall be provided by the Contractor where necessary or directed by the Architect and Owner to restrict or protect construction personnel and the public from construction operations.
- 2. Removing and replacing temporary barricades during the course of the work shall be performed by the Contractor.
- 3. Barricades damaged by the Contractor due to his operations, including damage caused by his subcontractors, suppliers or truckers, shall be repaired by the Contractor at his own expense.

B. Railings:

- 1. The Contractor shall be responsible for providing all safety railings required to perform or protect his work and those engaged in its performance.
- C. Codes: The above mentioned does not preclude the safety requirements of OSHA, which shall continue to be the responsibility of each Contractor.

1.8 DUST BARRIERS AND FLOOR PROTECTION

- A. The Contractor shall provide and maintain temporary dust protection and barriers at the juncture of work areas and adjacent furnished and occupied areas within the building when directed by the Architect.
- B. Partitions if used shall be constructed using collapsible frames and reinforced plastic sheeting.
 - 1. In addition to the foregoing and when dust or weather tight partitions are not feasible, other approved means of protection will be required as directed by the Owner and at no increase in the contract amount.
- A. Provide temporary floor protection using hardboard panels at areas adjacent to and outside the construction areas. Provide floor protection during deliveries from parking lot and during construction activities outside the construction area.
- C. Upon completion of the work all temporary protection and barriers shall be removed and affected surfaces patched to match the existing.

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1.8 FIELD OFFICES

- A. The Contractor and his subcontractors shall be responsible for providing and maintaining their own temporary field office facilities within the construction site or elsewhere as approved by the Owner.
- B. The Contractor shall make provisions for security, electricity and other services required for his field facilities.
- C. When required by the construction and/or directed by the Owner and Architect, the field offices and their adjunct facilities shall be removed completely and/or relocated to new locations at the Contractor's own expense.

1.9 TELEPHONES AND COMPUTERS

A. Provision for installation of telephone and computer facilities shall be the responsibility of the Contractor and Subcontractors requiring them. The Contractor shall be responsible for the cost of temporary telephone and computer services and connections.

1.10 SECURITY

A. The Contractor shall be responsible for protecting and securing his own work, materials, tools and equipment, etc., against damage or theft from any cause. All work is at the risk of the Contractor until it is finally accepted by the Owner.

1.11 FIRE PROTECTION

- A. The Contractor shall provide fire extinguishers in the work area for the duration of the construction operations.
 - 1. The fire extinguishers shall be of such types, number, and in locations required under the terms of the fire insurance policy or policies covering the project or required by the agency having jurisdiction.
- B. The Contractor and subcontractors shall be responsible for providing the necessary fire extinguishers in their own field offices, trailers, shanties, etc., required under the terms of the fire insurance policy or policies covering the project or required by the agency having jurisdiction.

1.12 STOCKPILING AND STORAGE

A. Stockpiling and storage of equipment and material will be permitted on designated areas of the site. The Contractor and his subcontractors shall confine their activities to the designated areas.

1.13 TEMPORARY TOILETS

A. Existing toilet facilities shall not be used by construction personnel. Contractor shall provide adequate temporary portable toilet facilities for use by construction personnel. Temporary toilet facilities shall be maintained in sanitary, clean condition at all times by the Contractor. Temporary toilet facility locations shall be subject to Owner's approval.

1.14 CLEANING UP AND RUBBISH REMOVAL

- A. The Contractor shall be responsible for controlling dust created by his work at all times.
- B. The Contractor shall keep the premises cleared of scrap waste, empty containers and direct rubbish resulting directly from the Contractor's operations. This is to be performed at least once per week or more often if the rubbish interferes with the work of others or presents a fire or safety hazard.
- D. Should the Contractor fail to perform cleanup for which he is responsible, it will be performed by others and the Contractor assessed for the cost accordingly.
- E. The Contractor shall provide debris chutes to facilitate the removal of rubbish. Chutes shall be of plastic or steel construction, enclosed, and terminating in a hopper. Chutes shall be properly fastened to the building. Upon completion of the project or sooner if their use is no longer required, the debris chutes shall be removed from the site and affected surfaces restored and cleaned.
- F. Dumping of waste materials of any nature will not be permitted on the construction site. All waste materials shall be disposed of off the site by legal means. These requirements shall also apply to waste water and surplus concrete materials; washing of concrete materials from vehicles transporting it shall be performed at the yard of the plant supplying the concrete for the project.
- G. Refer to Section 028214 for disposal and handling of hazardous waste.

1.15 PROGRESS PHOTOGRAPHS

A. Provide progress photographs in accordance with Section 013233 "Photographic Documentation".

1.16 TEMPORARY ELEVATOR AND STAIR USE

A. Use of Owner's existing elevator will not be permitted. Existing elevator will be out of service during the construction period.

- B. Existing Stair Usage: Use of Owner's designated existing stair will be permitted, provided stair is cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stair and to maintain means of egress. If stair become damaged, restore damaged areas so no evidence remains of correction work.

1.17 TEMPORARY WATER

- A. The Contractor shall provide all necessary additional temporary piping distribution lines and connections to the source of supply; he shall turn water on one hour before regular working hours and turn water off 15 minutes after regular working hours.
- B. The Contractor requiring same shall provide any hose or other extensions to the above lines required by his work and shall also provide all necessary labor, containers, etc., required to deliver water necessary for his work.
- C. The Contractor shall use the precautions necessary to prevent water being wasted and to prevent damage in the existing building.
- D. The cost of water required for the construction work shall be borne by the Owner.

1.18 TEMPORARY ELECTRIC POWER

- A. The Contractor shall be responsible for furnishing, installing, maintaining, and upon completion removing, a system of temporary power for use during construction.
- B. Temporary electric lines shall be provided for taps for electric tools and other temporary equipment. Extension cords shall be provided as may be essential to the proper execution of the work. Electric lines shall be extended to power tools which cannot be located within reach of extension cords.
- C. The cost of all electric energy consumed by the work shall be borne by the Owner.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION - (Not Used)

SECTION 016000 - MATERIALS, WORKMANSHIP AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Administrative and procedural requirements governing the Contractor's selection of products for use in the Project and of workmanship.
- B. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock.
- C. "Named Products" are items identified by manufacturer's product name, including make or model designation indicated in the manufacturer's product literature.
- D. "Materials" are products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- E. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
- F. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
 - 1. When the Contractor has the option of selecting between two or more products, the product selected shall be compatible with products previously selected. The Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of all trades.
- G. Nameplates: Except for required labels and operating data, do not attach manufacturer's nameplates or trademarks on surfaces exposed to view in occupied spaces or on the exterior.
 - 1. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an inconspicuous accessible surface. The nameplate shall contain the following information and essential operating data relative to its characteristics and maintenance.
- H. Product Delivery, Storage, and Handling: Deliver, store and handle products in accordance with manufacturer's recommendations, using methods that will prevent damage, deterioration and loss.
 - 1. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 - 2. Deliver products in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking,

- protecting and installing.
- 3. Inspect products on delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- 4. Store products to facilitate inspection and measurement of quantity or counting of units. Store heavy materials away from the structure in a manner that will not endanger supporting construction.
- 5. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- I. Product Selection: Provide products that comply with the Contract Documents, are undamaged and unused at installation.
 - 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Non-Proprietary Specifications: When Specifications list products or manufacturers that are available and may be used, but do not restrict the Contractor to use of these products only, the Contractor may propose any product that complies with Contract requirements. Comply with provisions for "substitutions" to obtain approval for use of an unnamed product.
- J. "Or Equal": When required by statute, any reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may use any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Architect, expressed in writing, is equal to that specified. The Architect shall be the sole and conclusive judge as to the quality of such substitution. Comply with provisions for "substitutions" to obtain approval for use of an unnamed product.
- K. Descriptive Specification Requirements: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that provides the characteristics and otherwise complies with requirements.
 - 1. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply and are recommended for the application. Manufacturer's recommendations may be contained in product literature, or by certification of performance.
 - 2. Compliance with Standards: Where Specifications require compliance with a standard, select a product that complies with the standard specified.
 - 3. Visual Matching: Where Specifications require matching a Sample, the Architect's decision on whether a proposed product matches is final. Where no product matches and complies with other requirements, comply with provisions for "substitutions" for selection of a matching product in another category.

- 4. Visual Selection: Where requirements include the phrase "...as select a product that complies with other requirements. The Architect will select color, pattern and texture from the product line selected.
- L. Should the Federal Government, because of Declaration of an Emergency, or other cause, establish controls over the use of certain construction materials, then each Contractor, immediately after signing Contract, or immediately after such Declaration of an Emergency, shall furnish the Architect with an itemized list of all critical materials required for use on the Project. For each item, the quantity and approximate date on which delivery will be required shall be indicated.
- M. Installation of Products: Comply with manufacturer's instructions and recommendations for installation of products. Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect to ensure freedom from damage and deterioration at time of Substantial Completion.

N. Workmanship:

- 1. Work shall be performed by persons who are skilled and experienced in their respective trades. All installations shall operate properly and in a first class manner.
- 2. Workmanship shall conform to best trade practices. Finished surfaces shall be plumb and level straight and free from imperfections, set firmly to accurate measurements.
- 3. Surfaces that will be covered shall be cleaned of foreign matter and loose material. Surfaces shall be clean and free from imperfections and defects that would affect the covering material. Surface defects shall be repaired before applying the covering material.
- 4. Material shall be applied and/or installed under proper climatic conditions when they may be affected by temperature, moisture, humidity or dust.
- 5. Before any operation is started, adjoining or backup work shall be examined with care to ascertain its fitness to receive the work about to be started. All unsatisfactory conditions shall be corrected. If such unsatisfactory conditions are caused by the work of a separate contractor they shall be directed to the Architect's attention for his decision. Starting the operation shall constitute tacit assurance that previously installed work is correct and shall be considered a waiver of any claim based upon unsuitable conditions.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION - (Not Used)

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.

1.2 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements in accordance with Section 010450 "Cutting and Patching".

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems, and other construction affecting the Work.

- 1. Before construction, verify the location and invert elevation at points of connection of plumbing lines, storm leaders, electrical lines and other utilities.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment modifications.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a Request For Information to Architect.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a qualified technician to lay out the Work using accepted surveying and layout practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.

6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.

- 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints as directed by Architect for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- K. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE REQUIREMENTS

1. Salvage and Re-use the items indicated on the Drawings.

1.4 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.5 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

- 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
- 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
- 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
- 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
- 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum 1 1/2-inch size.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum 1-1/2-inch size.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- F. Conduit: Reduce conduit to straight lengths and store by type and size.

3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

- 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
- 2. Polystyrene Packaging: Separate and bag materials.
- 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

- 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

3.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.2 ACTION SUBMITTALS

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

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 - 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Complete startup and testing of systems and equipment.
 - 3. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 5. Participate with Owner and Architect in conducting inspection and walkthrough of completed Project.
 - 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 7. Complete final cleaning requirements, including touchup painting.
 - 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

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

1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment.
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, cloth-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or

- installation, including the name of the product and the name, address, and telephone number of Installer.
- 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Clean interior and exterior glass surfaces.
- j. Remove labels that are not permanent.
- k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- 1. Leave Project clean and ready for use.

3.2 REPAIR OF THE WORK

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

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Shop Drawings and Product Data.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
- b. Record data as soon as possible after obtaining it.
- c. Record and check the markup before enclosing concealed installations.
- 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 - 1. Format: Annotated PDF electronic file with comment function enabled.
 - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 3. Refer instances of uncertainty to Architect for resolution.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

- 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
- 4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD SHOP DRAWINGS AND PRODUCT DATA

- A. Preparation: Mark Shop drawings and Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Order revisions, RFI data, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference, during normal working hours.

SECTION 019000 - GENERAL REQUIREMENTS FOR ALTERATIONS

PART I - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Alterations.

1.2 ALTERATIONS

- A. Materials for patching, unless otherwise noted, shall match existing materials in quality, appearance and strength. In general, workmanship shall be governed by the requirements of the appropriate Sections of this Specification. If the Specification is silent on minor materials and workmanship, it shall be understood that this work is to be performed in accordance with industry standards for quality, appearance, strength and applicability.
- B. All finishes and surfaces negligently damaged by demolition and alterations, including those caused by any sub-trades, shall be the responsibility of those respective subcontractors for patching and repairing the affected areas. All other finishes marred or disturbed by all trades in order to perform their respective work shall be repaired and refinished by the Contractor.
- C. Whenever an existing room, corridor, or other space is changed by the removal of a wall, partition, or ceiling, the surfaces in the affected areas shall be brought to level planes or provided with surface breaks in locations selected by the Architect. Similarly, floor levels of rooms affected by the alterations shall be brought to the same levels by installation of approved underlayment or, when permitted by the Architect, by providing a transitional floor strip which will accommodate the difference in planes. All work of this nature is the responsibility of the Contractor.
 - 1. Existing exposed concrete floor surfaces and concealed substrate floor surfaces that are indicated to receive new flooring materials shall be flash patched to maintain a floor level 1/4" in 10 feet, except where required for drainage. Refer to Flooring Sections of the Specifications for special encapsulation requirements pertaining to existing asphalt (cut-back) adhesives under resilient tile and sheet floor coverings.
- D. Wherever a new material is required to be applied directly over existing surfaces, it shall be understood to mean that the Contractor applying the new material will remove, modify, and/or patch the existing surface in an approved manner sufficient to properly receive the new material.
- E. New partitions shall be anchored to existing walls and shall be extended or braced up to the underside of structure above.
- F. New ceilings and/or ceiling mounted items shall not be supported from existing ceiling construction even when the latter has been permitted to remain. Supports for new

ceilings and/or ceiling mounted items must be carried up to the structural beams or decks and secured thereon unless otherwise indicated in the construction documents.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION - (Not Used)

SECTION 024100 – SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.2 SUBMITTALS

- A. See Section 013000 Submittals for submittal procedures.
- B. Site Plan: Showing:
 - 1. Staging area for debris containers and material storage
- C. Pre-Construction Photographs. See Section 013233-Photographic Documentation.
- D. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SCOPE

- A. Remove portions of existing building as indicated on drawings.
- B. Remove other items indicated, for salvage and relocation.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.

- 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
- 6. Do not close or obstruct roadways or sidewalks without permit.
- 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.3 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on limited field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, and Electrical): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.4 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 017419 Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Concealed wood blocking, nailers, and supports.

1.2 REFERENCE STANDARDS

- A. ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- B. PS 20 American Softwood Lumber Standard 2021.
- C. WWPA G-5 Western Lumber Grading Rules 2021.

1.3 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.2 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Western Wood Products Association; WWPA G-5.
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No.2 or Standard Grade.
 - 2. Boards: Standard or No.3.

2.3 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

PART 3 EXECUTION

3.1 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.2 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- E. Provide the following specific nonstructural framing and blocking:
 - 1. Grab bars.
 - 2. Toilet Room accessories.

3.3 CLEANING

- A. Waste Disposal: See Section 017419 Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

SECTION 070553 - FIRE AND SMOKE ASSEMBLY IDENTIFICATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Identification markings for fire and smoke rated partitions, and fire rated walls.

1.2 REFERENCE STANDARDS

A. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.3 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of marking, indicating font, foreground and background colors, wording, and overall dimensions.
- C. Schedule: Completely define scope of proposed marking, and indicate location of affected walls and partitions, and number of markings.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.5 FIELD CONDITIONS

A. Do not install adhered markings when ambient temperature is lower than recommended by label or sign manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Partition Identification Labels:
 - 1. Fire Wall Signs, Inc: www.firewallsigns.com or an approved equal.
 - 2. Substitutions: See Section 012500 Product Substitutions

2.2 FIRE AND SMOKE ASSEMBLY IDENTIFICATION

A. Regulatory Requirements: Comply with "Marking and Identification" requirements of "Fire-Resistance Ratings and Fire Tests" chapter of ICC (IBC).

B. Adhered Fire and Smoke Assembly Identification Signs: Printed vinyl or paper sign with factory applied adhesive backing.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that substrate surfaces are ready to receive work.

3.2 INSTALLATION

- A. Locate markings as required by ICC (IBC).
- B. Install adhered markings in accordance with manufacturer's instructions.
- C. Install neatly, with horizontal edges level.
- D. Protect from damage until Date of Substantial Completion; repair or replace damaged markings.

SECTION 072100 - THERMAL INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Batt insulation in interior wall construction.

1.2 REFERENCE STANDARDS

- A. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus 2021.
- B. ASTM C553 Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications 2013 (Reapproved 2019).
- C. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation 2019.
- D. ASTM C612 Standard Specification for Mineral Fiber Block and Board Thermal Insulation 2014 (Reapproved 2019).
- E. ASTM C665 Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing 2017.
- F. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.
- G. ASTM E96 Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2021.

1.3 SUBMITTALS

- A. See Section 013000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

PART 2 PRODUCTS

2.1 APPLICATIONS

A. Insulation in Metal Framed Walls: Batt insulation with no vapor retarder.

2.2 BATT INSULATION MATERIALS

- A. Mineral Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit; unfaced flame spread index of 0 (zero) when tested in accordance with ASTM E84.
 - 1. Smoke Developed Index: 0 (zero), when tested in accordance with ASTM E84.
 - 2. Thickness: 3 inches minimum for sound attenuation. Otherwise, thickness as required to achieve required R-value indicated.
 - 3. Products:
 - a. ROCKWOOL (ROXUL, Inc); Safe'N'Sound: www.rockwool.com for sound attenuation insulation.
 - b. ROCKWOOL (ROXUL, Inc); Comfortbatt: www.rockwool.com for thermal insulation.
 - c. An approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.

3.2 BATT INSTALLATION

- A. Install insulation in accordance with manufacturer's instructions.
- B. Install in perimeter or wall spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

3.3 PROTECTION

A. Do not permit installed insulation to be damaged prior to its concealment.

SECTION 078400 - FIRESTOPPING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Firestopping systems.
- B. Firestopping of joints and penetrations in fire-resistance-rated and smoke-resistant assemblies, whether indicated on drawings or not.

1.2 RELATED REQUIREMENTS

- A. Section 070553 Fire and Smoke Assembly Identification.
- B. Section 092116 Gypsum Board Assemblies: Gypsum wallboard fireproofing.

1.3 REFERENCE STANDARDS

- A. ASTM E119 Standard Test Methods for Fire Tests of Building Construction and Materials 2020.
- B. ASTM E814 Standard Test Method for Fire Tests of Penetration Firestop Systems 2013a (Reapproved 2017).
- C. ASTM E2837 Standard Test Method for Determining the Fire Resistance of Continuity Head-of-Wall Joint Systems Installed Between Rated Wall Assemblies and Nonrated Horizontal Assemblies 2013 (Reapproved 2017).
- D. ITS (DIR) Directory of Listed Products current edition.
- E. FM (AG) FM Approval Guide current edition.
- F. UL 1479 Standard for Fire Tests of Penetration Firestops Current Edition, Including All Revisions.
- G. UL (DIR) Online Certifications Directory Current Edition.
- H. UL (FRD) Fire Resistance Directory Current Edition.

1.4 SUBMITTALS

- A. See Section 013000 Submittals for submittal procedures.
- B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.
- C. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- D. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.

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- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Certificate from authority having jurisdiction indicating approval of materials used.
- G. Installer's qualification statement.

1.5 QUALITY ASSURANCE

- A. Fire Testing: Provide firestopping assemblies of designs that provide the specified fire ratings when tested in accordance with methods indicated.
 - 1. Listing in UL (FRD), FM (AG), or ITS (DIR) will be considered as constituting an acceptable test report.
 - 2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at www.icc-es.org will be considered as constituting an acceptable test report.
 - 3. Submission of actual test reports is required for assemblies for which none of the above substantiation exists.
- B. Installer Qualifications: Company specializing in performing the work of this section and:
 - 1. Verification of minimum three years documented experience installing work of this type.

1.6 FIELD CONDITIONS

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation; maintain minimum temperature before, during, and for three days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Firestopping Manufacturers:
 - 1. Hilti, Inc: www.us.hilti.com.
 - 2. Specified Technologies Inc: www.stifirestop.com.
 - 3. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com.
 - 4. An approved equal.

2.2 MATERIALS

- A. Firestopping Materials: Any materials meeting requirements.
- B. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Provide type of materials as required for tested firestopping assembly.
- C. Fire Ratings: Refer to drawings for required systems and ratings.

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2.3 FIRESTOPPING ASSEMBLY REQUIREMENTS

- A. Head-of-Wall (HW) Joint System Firestopping at Joints Between Fire-Rated Wall Assemblies and Non-Rated Horizontal Assemblies: Use system that has been tested according to ASTM E2837 to have fire resistance F Rating equal to required fire rating of wall assembly.
- B. Through Penetration Firestopping: Use system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly.
 - 1. Listing by FM (AG), ITS (DIR), UL (DIR), or UL (FRD) in their certification directories will be considered evidence of successful testing.

2.4 FIRESTOPPING FOR FLOOR-TO-FLOOR, FLOOR-TO-WALL, HEAD-OF-WALL, AND WALL-TO-WALL JOINTS

- A. Gypsum Board Walls:
 - 1. Head-of-Wall Joints at Underside of Metal Deck:

2.5 FIRESTOPPING PENETRATIONS THROUGH GYPSUM BOARD WALLS

- A. Penetrations By:
 - 1. Uninsulated Metallic Pipe, Conduit, and Tubing
 - 2. Uninsulated Non-Metallic Pipe, Conduit, and Tubing
 - 3. Insulated Pipes
 - 4. HVAC Ducts

2.6 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements.
 - 1. Fire Ratings: Use system that is listed by FM (AG), ITS (DIR), or UL (FRD) and tested in accordance with ASTM E814, ASTM E119, or UL 1479 with F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and in compliance with other specified requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify openings are ready to receive the work of this section.

3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other materials that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.
- C. Install backing materials to prevent liquid material from leakage.

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3.3 INSTALLATION

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by authorities having jurisdiction.
- C. Install labeling required by code.

3.4 FIELD QUALITY CONTROL

A. Repair or replace penetration firestopping and joints at locations where inspection results indicate firestopping or joints do not meet specified requirements.

3.5 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.6 PROTECTION

A. Protect adjacent surfaces from damage by material installation.

END OF SECTION 078400

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SECTION 079200 - JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.2 RELATED REQUIREMENTS

- A. Section 078400 Firestopping: Firestopping sealants.
- B. Section 093000 Tiling: Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.

1.3 REFERENCE STANDARDS

- A. ASTM C661 Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015 (Reapproved 2022).
- B. ASTM C920 Standard Specification for Elastomeric Joint Sealants 2018.
- C. ASTM C1193 Standard Guide for Use of Joint Sealants 2016.
- D. ASTM C1330 Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2018.
- E. ASTM D2240 Standard Test Method for Rubber Property--Durometer Hardness 2015 (Reapproved 2021).
- F. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension 2016 (Reapproved 2021).

1.4 SUBMITTALS

- A. See Section 013000 Submittals for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.

- 5. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
- 6. Sample product warranty.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards, or physical samples, showing standard colors available for selection.
- E. Manufacturer's qualification statement.
- F. Installer's qualification statement.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

1.6 WARRANTY

- A. Correct defective work within a five-year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. ADFAST Corporation: www.adfastcorp.com.
 - 2. Master Builders Solutions: www.master-builders-solutions.com.
 - 3. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com.
 - 4. An approved equal.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
 - 1. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com.
 - 2. An approved equal.

2.2 JOINT SEALANT APPLICATIONS

A. Scope:

- 1. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. Other joints indicated below.
- 2. Do not seal the following types of joints.
 - a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - c. Joints where installation of sealant is specified in another section.
 - d. Joints between suspended panel ceilings/grid and walls.
- B. Interior Joints: Use non-sag polyurethane sealant, PS-1 unless otherwise indicated.
 - 1. Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Use Mildew-Resistant Silicone Sealant (MRSS-1); clear.

2.3 NONSAG JOINT SEALANTS

- A. Type MRSS-1 Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 - 1. Color: Clear.
 - 2. Manufacturers:
 - a. ADFAST Corporation; ADSEAL KB 4800 Series: www.adfastcorp.com.
 - b. An approved equal.
- B. Type PS-1 Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 35 percent, minimum.
 - 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: To be selected by Architect from manufacturer's full range.
 - 4. Manufacturers:
 - a. Master Builders Solutions; MasterSeal NP1: www.master-builders-solutions.com/en-us.
 - b. An approved equal.

2.4 SELF-LEVELING SEALANTS

- A. Type PS-2 Semi-Self-Leveling Polyurethane Sealant: Intended for expansion joints in sidewalks, swimming pool decks, plazas, floors and other horizontal surfaces with up to 6 percent slope.
 - 1. Composition: Single-component.
 - 2. Durometer Hardness, Type A: 35 to 45, minimum, when tested in accordance with ASTM D2240.

- 3. Color: To be selected by Architect from manufacturer's full range of colors.
- 4. Tensile Strength: 250 to 300 psi in accordance with ASTM D412.
- 5. Manufacturers:
 - a. Tremco Commercial Sealants & Waterproofing; Vulkem 45 SSL: www.tremcosealants.com.
 - b. An approved equal.

2.5 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B Bi-Cellular Polyethylene.
 - 2. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
 - 3. Manufacturers:
 - a. ADFAST Corporation; ADSEAL BR-2600 (Backer Rod): www.adfastcorp.com.
 - b. An approved equal.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

3.3 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- H. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

END OF SECTION 079200

SECTION 080671 - DOOR HARDWARE SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preliminary schedule of door hardware sets for swinging doors as indicated on drawings.

1.2 RELATED REQUIREMENTS

A. Section 087100 - Door Hardware: Requirements to comply with in coordination with this section.

1.3 REFERENCE STANDARDS

- A. BHMA A156.5 Cylinders and Input Devices for Locks 2020.
- B. BHMA A156.18 Materials and Finishes 2020.
- C. DHI (H&S) Sequence and Format for the Hardware Schedule 2019.

1.4 SUBMITTALS

A. See Section 013000 - Submittals for submittal procedures.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Only manufacturers listed in Door Hardware Schedule or Section 087100 are considered acceptable, unless noted otherwise.
- B. Obtain each type of door hardware as indicated from a single manufacturer and single supplier.
- C. Manufacturer's Abbreviations: Coordinate with manufacturers listed in Section 087100.
 - 1. CR Corbin Russwin.
 - 2. McK McKinney.
 - 3. NOR Norton.
 - 4. PEM Pemko.
 - 5. ROC Rockwood.

2.2 DESCRIPTION

- A. Door hardware sets provided represent the design intent, they are only a guideline and should not be considered a detailed or complete hardware schedule.
 - 1. Provide door hardware item(s) as required for similar purposes, even when item is not listed for a door in Door Hardware Schedule.

- 2. Necessary items that are not included in a Hardware Set should be added and have the appropriate additional hardware as required for proper application and functionality.
- 3. Door hardware supplier is responsible for providing proper size and hand of door for products required in accordance with Door Hardware Schedule and as indicated on drawings.
- 4. Quantities listed are for each Pair (PR) of doors, or for each Single (SGL) door, as indicated in hardware sets.

2.3 LOCK FUNCTION CODES

- A. Function Codes for Cylindrical Locks: Complying with BHMA A156.5.
 - 1. Code F76; Privacy Lock: Outside knob/lever locked by pushbutton on inside knob/lever. Rotating inside knob/lever or closing door releases/unlocks button. Emergency release in outside knob/lever.

2.4 FINISHES

- A. Finishes: Complying with BHMA A156.18.
 - 1. Code 626: Satin chromium plated over nickel, with brass or bronze base material (former US equivalent US26D).
 - 2. Code 652: Satin chromium plated over nickel, with steel base material (former US equivalent US26D).

PART 3 EXECUTION

3.1 DOOR HARDWARE SCHEDULE

- A. Organize listing of door hardware components within each hardware set in compliance with 10-Part scheduling sequence indicated in DHI (H&S), unless otherwise indicated.
- B. HARDWARE SET # 1.0 (For use on Door Number(s): L-09, 111)
- C. Provide for each Single (SGL) door(s).

UNITS	LOCK	ITEM	DESCRIPTION	FINISH	MFR
3 ea.		Hinge	TA2714 4-1/2" x 4-1/2"	626	McK
1 ea.	F76	Privacy Lockset	ML 2060 x ML194 PZD*	626	CR
1 ea.		Closer	7500 Series	Silver	NOR
1 ea.		Wall Stop	402	626	ROC
3 ea.		Silencers	608RKW	Gray	ROC
2 ea.		Kick plate & Mop Plate	K2060	Black PL	ROC

^{*}Provide with Occupancy Indicator

END OF SECTION 080671

SECTION 081113 - WOOD AND METAL DOORS AND FRAMES

PART 1 GENERAL

- 1.1 SECTION INCLUDES
 - A. Hollow metal frames with wood doors.
- 1.2 RELATED REQUIREMENTS
 - A. Section 087100 Door Hardware.
 - B. Section 099123 Interior Painting: Field painting.
- 1.3 ABBREVIATIONS AND ACRONYMS
- 1.4 REFERENCE STANDARDS
 - A. ADA Standards Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
 - B. ANSI/SDI A250.4 Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors 2018.
 - C. ANSI/SDI A250.8 Specifications for Standard Steel Doors and Frames (SDI-100) 2017.
 - D. ANSI/SDI A250.10 Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames 2020.
 - E. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
 - F. ASTM A1008- Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
 - G. ASTM A1011 Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
 - H. BHMA A156.115 Hardware Preparation In Steel Doors And Steel Frames 2016.
 - I. ICC A117.1 Accessible and Usable Buildings and Facilities 2017.
 - J. ITS (DIR) Directory of Listed Products current edition.
 - K. NAAMM HMMA 830 Hardware Selection for Wood and Metal Doors and Frames 2002.
 - L. NAAMM HMMA 831 Hardware Locations for Hollow Metal Doors and Frames 2011.

- M. NAAMM HMMA 840 Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames 2017.
- N. NAAMM HMMA 861 Guide Specifications for Commercial Hollow Metal Doors and Frames 2014.
- O. NFPA 80 Standard for Fire Doors and Other Opening Protectives 2022.
- P. NFPA 252 Standard Methods of Fire Tests of Door Assemblies 2022.
- Q. SDI 117 Manufacturing Tolerances for Standard Steel Doors and Frames 2019.
- R. UL (DIR) Online Certifications Directory Current Edition.
- S. UL 10C Standard for Positive Pressure Fire Tests of Door Assemblies Current Edition, Including All Revisions.
- T. WDMA I.S. 1A Interior Architectural Wood Flush Doors 2013.

1.5 SUBMITTALS

- A. See Section 013000 Submittals for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Manufacturer's Qualification Statement.
- F. Installer's Qualification Statement.

1.6 OUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Hollow Metal Frames:

- 1. Ceco Door, an Assa Abloy Group company: www.assaabloydss.com.
- 2. Curries, an Assa Abloy Group company: www.assaabloydss.com.
- 3. An approved equal.

B. Wood Veneer Faced Doors:

- 1. VT Industries, Inc; Heritage Collection: www.vtindustries.com
- 2. An approved equal.

2.2 PERFORMANCE REQUIREMENTS

A. Requirements for Hollow Metal Frames:

- 1. Steel Sheet: Comply with one or more of the following requirements; galvannealed steel complying with ASTM A653, cold-rolled steel complying with ASTM A1008, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011, commercial steel (CS) Type B, for each.
- 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
- 3. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- 4. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvannealed) by the hot-dip process in accordance with ASTM A653, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
 - a. Based on SDI Standards: Provide at least A40/ZF120 (galvannealed) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvannealed) for corrosive locations.

B. Requirements for Wood Veneer Faced Doors:

- Quality Standard: Custom Grade, Heavy Duty performance, in accordance with WDMA I.S. 1A
- 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- 3. Thickness: 1-3/4 inches thick
- 4. Provide solid core, particleboard, doors at each location
- 5. Wood Veneer: Facing with factory transparent finish to match existing wood species, color, and texture. Existing doors are assumed to be Walnut. Verify in field.
- 6. Vertical edges: same species as face veneer.
- 7. Facing Adhesive: Type I waterproof.
- 8. Finishes: Finish work in accordance with WDMA I.S. 1A for grade specified as follows:
 - a. Transparent: System TR-8, UV Cured Acrylated Polyester; Urethane
 - b. Sheen: Flat.
- C. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the

requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.3 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Frame Finish: Factory primed and field finished.
- C. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
 - 1. Frame Metal Thickness: 18 gauge, 0.042 inch, minimum.

2.4 FINISHES

A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.5 ACCESSORIES

- A. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- B. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.2 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.
- D. Install door hardware as specified in Section 087100.

3.3 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

- 3.4 ADJUSTING
 - A. Adjust for smooth and balanced door movement.
- 3.5 SCHEDULE
 - A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION 081113

SECTION 087100 - DOOR HARDWARE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Hardware for wood doors.

1.2 RELATED REQUIREMENTS

A. Section 080671 - Door Hardware Schedule: Schedule of door hardware sets.

1.3 REFERENCE STANDARDS

- A. ADA Standards Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. BHMA A156.1 Standard for Butts and Hinges 2021.
- C. BHMA A156.13 Mortise Locks and Latches 2017.
- D. BHMA A156.4 Door Controls Closers 2019.
- E. BHMA A156.7 Template Hinge Dimensions 2016.
- F. BHMA A156.16 Auxiliary Hardware 2018.
- G. BHMA A156.115 Hardware Preparation In Steel Frames 2016.
- H. DHI (LOCS) Recommended Locations for Architectural Hardware for Standard Wood Doors and Frames 2004.
- I. ICC A117.1 Accessible and Usable Buildings and Facilities 2017.

1.4 SUBMITTALS

A. See Section 013000 - Submittals for submittal procedures.

PART 2 PRODUCTS

2.1 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. Accessibility: ADA Standards and ICC A117.1.

- 3. Hardware Preparation for Wood Doors and Steel Frames: BHMA A156.115.
- D. Lock Function: Provide lock and latch function numbers and descriptions of manufacturer's series. See Door Hardware Schedule.

E. Fasteners:

- 1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
 - a. Aluminum fasteners are not permitted.
 - b. Provide phillips flat-head screws with heads finished to match door surface hardware unless otherwise indicated.
- 2. Fire-Rated Applications: Comply with NFPA 80.
 - a. Provide wood or machine screws for hinges mortised to doors or frames, strike plates to frames, and closers to doors and frames.
 - b. Provide steel through bolts for attachment of surface mounted closers, hinges, or exit devices to door panels unless proper door blocking is provided.

2.2 HINGES

A. Manufacturers:

- 1. McKinney; an Assa Abloy Group company: www.assaabloydss.com.
- 2. An approved equal.
- B. Hinges: Comply with BHMA A156.1, Grade 1.
 - 1. Butt Hinges: Comply with BHMA A156.1 and BHMA A156.7 for templated hinges.
 - a. Provide hinge width required to clear surrounding trim.
 - 2. Provide hinges on every swinging door.
 - 3. Provide ball-bearing hinges at each door with closer.
 - 4. Provide following quantity of butt hinges for each door:
 - a. Doors From 60 inches High up to 90 inches High: Three hinges.

2.3 MORTISE LOCKS

A. Manufacturers:

- 1. Corbin Russwin; an Assa Abloy Group company: www.assaabloydss.com.
- 2. An approved equal.
- B. Mortise Locks: Comply with BHMA A156.13, Grade 1, 1000 Series.
 - 1. Latchbolt Throw: 1/2 inch, minimum.
 - 2. Backset: 2-3/4 inch unless otherwise indicated.
 - 3. Strikes: Provide manufacturer's standard strike for each lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.
 - 4. Trim: Provide lever handle on outside of each lock, unless otherwise indicated.

2.4 CLOSERS

- A. Manufacturers; Surface Mounted:
 - 1. Norton; an Assa Abloy Group company: www.assaabloydss.com.
 - 2. An approved equal.
- B. Closers: Comply with BHMA A156.4, Grade 1.
 - 1. Type: Surface mounted to door.
 - 2. Provide door closer on each fire-rated and smoke-rated door.
 - 3. At corridor entry doors, mount closer on room side of door.

2.5 WALL STOPS

A. Manufacturers:

- 1. Rockwood; an Assa Abloy Group company: www.assaabloydss.com or an approved equal.
- 2. Substitutions: See Section 016000 Product Requirements.
- B. Wall Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
 - 1. Provide wall stops to prevent damage to wall surface upon opening door.
 - 2. Type: Bumper, concave, wall stop.
 - 3. Material: Aluminum housing with rubber insert.

2.6 SILENCERS

A. Manufacturers:

- 1. Rockwood; an Assa Abloy Group company: www.assaabloydss.com.
- 2. An approved equal.
- B. Silencers: Provide at equal locations on door frame to mute sound of door's impact upon closing.
 - 1. Single Door: Provide three on strike jamb of frame.
 - 2. Pair of Doors: Provide two on head of frame, one for each door at latch side.
 - 3. Material: Rubber, gray color.

2.7 FINISHES

A. Finishes: Identified in Section 080671 - Door Hardware Schedule.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Do not install surface mounted items until application of finishes to substrate are fully completed.

- D. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item.
 - 1. For Wood Doors and Frames: Install in compliance with DHI (LOCS) recommendations.

3.2 FIELD QUALITY CONTROL

A. Provide an Architectural Hardware Consultant (AHC) to inspect installation and certify that hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.3 ADJUSTING

A. Adjust hardware for smooth operation.

3.4 CLEANING

- A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.5 PROTECTION

- A. Protect finished Work under provisions of Section 017300 Execution and Section 017700 Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

END OF SECTION 087100

SECTION 092116 - GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal stud wall framing.
- C. Metal channel ceiling framing.
- D. Glass mat backing board.
- E. Gypsum wallboard.
- F. Joint treatment and accessories.

1.2 RELATED REQUIREMENTS

- A. Section 061053 Miscellaneous Rough Carpentry: Wood blocking product and execution requirements.
- B. Section 072100 Thermal Insulation: Acoustic insulation.
- C. Section 078400 Firestopping: Top-of-wall assemblies at fire-resistance-rated walls.

1.3 REFERENCE STANDARDS

- A. ASTM C475 Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board 2017.
- B. ASTM C645 Standard Specification for Nonstructural Steel Framing Members 2018.
- C. ASTM C754 Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products 2020.
- D. ASTM C840 Standard Specification for Application and Finishing of Gypsum Board 2020.
- E. ASTM C954 Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness 2018.
- F. ASTM C1002 Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs 2020.
- G. ASTM C1047 Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base 2019.
- H. ASTM C1178 Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel 2018.

- I. ASTM C1396 Standard Specification for Gypsum Board 2017.
- J. ASTM C1658 Standard Specification for Glass Mat Gypsum Panels 2019, with Editorial Revision (2020).
- K. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber 2021.
- L. ASTM E90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements 2009 (Reapproved 2016).
- M. ASTM E413 Classification for Rating Sound Insulation 2016.
- N. GA-216 Application and Finishing of Gypsum Panel Products 2016, with Errata.
- O. GA-600 Fire Resistance Design Manual Sound Control 2021.
- P. UL (FRD) Fire Resistance Directory Current Edition.

1.4 SUBMITTALS

- A. See Section 013000 Submittals for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- C. SSMA Manufacturer Qualification: Submit documentation of manufacturer association membership.
- D. Installer's Qualification Statement.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum five years of experience.
- B. Manufacturer Qualifications: Member of Steel Stud Manufacturers Association (SSMA): www.ssma.com.

PART 2 PRODUCTS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Interior Partitions: Provide completed assemblies with the following characteristics:
 - 1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

2.2 METAL FRAMING MATERIALS

A. Manufacturers - Metal Framing, Connectors, and Accessories:

- 1. ClarkDietrich: www.clarkdietrich.com.
- 2. Marino: www.marinoware.com.
- 3. An approved equal.
- B. Non-structural Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf.
 - 1. Studs: C-shaped with knurled or embossed faces.
 - 2. Runners: U shaped, sized to match studs.
 - 3. Ceiling Channels: C-shaped.
 - 4. Furring Members: Hat-shaped sections, minimum depth of 7/8 inch.
- C. Partition Head To Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and fastened as indicated on drawings.

2.3 BOARD MATERIALS

- A. Manufacturers Gypsum-Based Board:
 - 1. National Gypsum Company; Gold Bond Brand XP and eXP: www.nationalgypsum.com.
 - 2. An approved equal.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for ceilings, unless otherwise indicated.
 - 2. Thickness:
 - a. Ceilings: 1/2 inch.
 - 3. Paper-Faced Products:
 - a. National Gypsum Company; Gold Bond Brand Fire-Shield Gypsum Board: www.nationalgypsum.com.
 - b. An approved equal.
 - 4. Mold Resistant Paper Faced Products:
 - a. National Gypsum Company; Gold Bond XP Gypsum Board: www.nationalgypsum.com.
 - b. An approved equal.
 - 5. Glass Mat Faced Products:
 - a. National Gypsum Company; Gold Bond eXP Interior Extreme Gypsum Panel: www.nationalgypsum.com.
 - b. An approved equal.

- C. Backing Board For Tiled Areas:
 - 1. Application: Surfaces behind tile in Toilet Rooms.
 - 2. Glass Mat Faced Board: Coated glass mat water-resistant gypsum backing panel as defined in ASTM C1178.
 - a. Regular Type: Thickness 5/8 inch.
 - b. Products:
 - 1) National Gypsum Company; Gold Bond eXP Tile Backer: www.nationalgypsum.com.
 - 2) An approved equal.

2.4 GYPSUM WALLBOARD ACCESSORIES

- A. Acoustic Insulation: See Section 072100.
- B. Finishing Accessories: ASTM C1047, extruded aluminum alloy (6063 T5) or galvanized steel sheet ASTM A924 G90, unless noted otherwise.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Products:
 - a. Same manufacturer as framing materials.
- C. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
- D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- E. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

3.2 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
- C. Studs: Space studs at 16 inches on center.
 - 1. Extend partition framing to structure in all locations.
 - 2. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.

- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Blocking: Install wood blocking for support of:
 - 1. Plumbing fixtures.
 - 2. Toilet accessories.
 - 3. Wall-mounted door hardware.

3.3 ACOUSTIC ACCESSORIES INSTALLATION

A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

3.4 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- C. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of nonrated double-layer assemblies, which may be installed by means of adhesive lamination.

3.5 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.

3.6 JOINT TREATMENT

- A. Glass Mat Faced Gypsum Board and Exterior Glass Mat Faced Sheathing: Use fiberglass joint tape, embed and finish with setting type joint compound.
- B. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- C. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 3. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.

- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling, and sanding are not required at base layer of double-layer applications.

END OF SECTION 092116

SECTION 093000 - TILING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Stone thresholds.
- D. Non-ceramic trim.

1.2 RELATED REQUIREMENTS

- A. Section 079200 Joint Sealants: Sealing joints between tile work and adjacent construction and fixtures.
- B. Section 092116 Gypsum Board Assemblies: Tile backer board.

1.3 REFERENCE STANDARDS

- A. ANSI A108.1a American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar 2017.
- B. ANSI A108.1b American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar 2017.
- C. ANSI A108.1c Contractor's Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar 1999 (Reaffirmed 2021).
- D. ANSI A108.2 American National Standard General Requirements: Materials, Environmental and Workmanship 2019.
- E. ANSI A108.4 American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesive or Water Cleanable Tile-Setting Epoxy Adhesive 2019.
- F. ANSI A108.5 American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar 2021.
- G. ANSI A108.6 American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grout Epoxy 1999 (Reaffirmed 2019).
- H. ANSI A108.8 American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout 1999 (Reaffirmed 2019).

- I. ANSI A108.9 American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout 1999 (Reaffirmed 2019).
- J. ANSI A108.10 American National Standard Specifications for Installation of Grout in Tilework 2017.
- K. ANSI A108.12 American National Standard for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar 1999 (Reaffirmed 2019).
- L. ANSI A108.13 American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone 2005 (Reaffirmed 2021).
- M. ANSI A108.19 American National Standard Specifications for Interior Installation of Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs by the Thin-Bed Method Bonded with Modified Dry-Set Cement Mortar or Improved Modified Dry-Set Cement Mortar 2020.
- N. ANSI A118.4 American National Standard Specifications for Modified Dry-Set Cement Mortar 2019.
- O. ANSI A118.6 American National Standard Specifications for Standard Cement Grouts for Tile Installation 2019.
- P. ANSI A137.1 American National Standard Specifications for Ceramic Tile 2021.
- Q. ASTM C373 Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products 2018.
- R. TCNA (HB) Handbook for Ceramic, Glass, and Stone Tile Installation 2021.

1.4 SUBMITTALS

- A. See Section 013000 Submittals for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Installer's Qualification Statement:
 - 1. Submit documentation of National Tile Contractors Association (NTCA) or Tile Contractors' Association of America (TCAA) accreditation.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 016000 Product Requirements, for additional provisions.
 - 2. Extra Tile: 10 square feet of each size, color, and surface finish combination.

1.5 QUALITY ASSURANCE

- A. Installer Oualifications:
 - 1. Company specializing in performing tile installation, with minimum of five years of documented experience.

PART 2 PRODUCTS

2.1 REFER TO SCHEDULES ON DRAWINGS FOR COLOR AND STYLE SELECTIONS.

2.2 TILE

- A. Porcelain Wall Tile, Type **PWT-1**:
 - 1. Moisture Absorption: 0 to 0.20 percent as tested in accordance with ASTM C373.
 - 2. Size: 4inch by 24 inch, nominal.
 - 3. Thickness: 5/16 inch.
 - 4. Surface Finish: Matte
 - 5. Style and Color(s): As indicated on drawings.
 - 6. Products Basis of Design:
 - 1. As indicated on drawings
 - 2. An approved equal
- B. Porcelain Wall Tile, Type **PWT-2:**
 - 1. Moisture Absorption: 0 to 0.20 percent as tested in accordance with ASTM C373.
 - 2. Size: 3" by 12" inch, nominal.
 - 3. Thickness: 5/16 inch.
 - 4. Surface Finish: Glossy
 - 5. Style and Color(s): As indicated on drawings
 - 6. Products Basis of Design:
 - 1. As indicated on drawings
 - 2. An approved equal
- C. Porcelain Floor Tile, Type **PFT-1**:
 - 1. Moisture Absorption: 0 to 0.5 percent as tested in accordance with ASTM C373
 - 2. Size: 12" by 24" inch, nominal
 - 3. Thickness: 3/8 inch
 - 4. Surface Finish: Matte
 - 5. Style and Color(s): As indicated on drawings
 - 6. Products Basis of Design:
 - 1. As indicated on drawings
 - 2. An approved equal

2.3 TRIM AND ACCESSORIES

- A. Non-Ceramic Trim: Satin natural anodized extruded aluminum, style and dimensions to suit application, for setting using tile mortar or adhesive.
 - 1. Applications:
 - 1. Open edges of wall tile
 - 2. Outside wall corners
 - 3. Top of tile wainscot wall joints.
 - 2. Manufacturers:
 - 1. Schluter-Systems: www.schluter.com.
 - 2. An approved equal.

- B. Thresholds: 2 inches wide by full width of wall or frame opening; beveled edge on both long edges; without holes, cracks, or open seams.
 - 1. Thickness: 1/2 inch.
 - 2. Material: Marble, honed finish.
 - 3. Color: Black
 - 4. Applications: At doorways where tile terminates.

2.4 WATERPROOF MEMBRANE

- A. General: Manufacturer's standard product, selected from the following, that complies with ANSI A118.10 and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
- B. Fluid-Applied Membrane: Liquid-latex rubber or elastomeric polymer.
 - 1. Products: Subject to compliance with requirements, provide one of the following products:
 - 2. Mapei Corp. Mapelastic Aqua Defense
 - 3. An Approved Equal

2.5 SETTING MATERIALS

- A. Provide setting and grout materials from same manufacturer.
- B. Manufacturers:
 - 1. Mapei Corporation: www.mapei.com.
 - 2. An approved equal.
- C. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.
 - 1. Applications: Use this type of bond coat where indicated, and where no other type of bond coat is indicated.
 - 2. Products:
 - 1. Mapei Corp. Mapei Ultralite Mortar Pro
 - 2. An approved equal.

2.6 GROUT MATERIALS

- A. Standard Grout: ANSI A118.6 standard cement grout.
 - 1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
 - 2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.
 - 3. Color(s): As indicated on drawing Schedule
 - 4. Products:
 - 1. Mapei Corp; Mapei Flex color unsanded Grout
 - 2. An approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that subfloor surfaces are dust free and free of substances that could impair bonding of setting materials to subfloor surfaces.
- D. Verify that required floor-mounted utilities are in correct location.

3.2 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler.

3.3 INSTALLATION - GENERAL

- A. Install tile and thresholds and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.19, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Install waterproofing to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.
- C. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- D. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners neatly.
- E. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- F. Tile joints shall be 1/16 inch, unless otherwise recommended by the manufacturer.
- G. Form internal angles square and external angles square.
- H. Install non-ceramic trim in accordance with manufacturer's instructions.
- I. Install thresholds where indicated.
- J. Sound tile after setting. Replace hollow sounding units.
- K. Keep control and expansion joints free of mortar, grout, and adhesive.
- L. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- M. Grout tile joints unless otherwise indicated.

N. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.4 INSTALLATION - FLOORS - THIN-SET METHODS

A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout.

3.5 INSTALLATION - WALL TILE

A. Over coated glass mat backer board on studs, install in accordance with TCNA (HB) Method W245.

3.6 CLEANING

A. Clean tile and grout surfaces.

3.7 PROTECTION

- A. Do not permit traffic over finished floor surface for 4 days after installation.
- 3.8 SCHEDULE As indicated on drawings

END OF SECTION 093000

SECTION 099123 - INTERIOR PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Marble, granite, slate, and other natural stones.
 - 6. Floors, unless specifically indicated.
 - 7. Ceramic and other tiles.
 - 8. Glass.
 - 9. Acoustical materials, unless specifically indicated.
 - 10. Concealed pipes, ducts, and conduits.

1.2 REFERENCE STANDARDS

- A. ASTM D4442 Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- B. MPI (APSM) Master Painters Institute Architectural Painting Specification Manual Current Edition.
- C. SSPC-SP 1 Solvent Cleaning 2015, with Editorial Revision (2016).
- D. SSPC-SP 6 Commercial Blast Cleaning 2007.

1.3 SUBMITTALS

- A. See Section 013000 Submittals, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).

- 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 2. Label each container with color in addition to the manufacturer's label.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum ten years experience and approved by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.6 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.1 Refer to schedule on drawings for color selections.

2.2 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints: Basis of Design
 - 1. Manufacturer: Benjamin Moore.
 - 2. An approved equal.
- C. Primer Sealers: Same manufacturer as top coats.

2.3 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Colors: As indicated on drawings.
 - 1. Extend colors to surface edges; colors may change at any edge as directed by Architect.
 - 2. In all areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

2.4 PAINT SYSTEMS - INTERIOR

- A. Paint 1. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138.
 - 3. Top Coat Sheen:
 - a. Eggshell: Use this sheen at all wall locations.
 - b. Flat: Use this sheen on all gypsum board ceilings
 - 4. Primer: As recommended by top coat manufacturer for specific substrate.

- B. Paint 2. Heavy Duty Door Trim: For surfaces subject to frequent contact by occupants, including metals:
 - 1. Medium duty applications include door frames.
 - 2. Two top coats and one coat primer.
 - 3. Top Coat(s): Interior Light Industrial Coating, Water Based; MPI #153.
 - 4. Top Coat Sheen:
 - a. Semi-Gloss: Use this sheen at all locations.
 - 5. Primer: As recommended by top coat manufacturer for specific substrate.
- C. Paint 3. Wood Door finish: For wood veneer door surfaces
 - 1. Stain to match existing doors
 - 2. Clear protective coat with matte sheen
 - 3. Provide sample for Architect's approval before proceeding.

2.5 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 3. Concrete Floors and Traffic Surfaces: 8 percent.

3.2 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

F. Ferrous Metal:

- 1. Solvent clean according to SSPC-SP 1.
- 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- 3. Remove rust, loose mill scale, and other foreign substances using using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.

3.3 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.4 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.5 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.
- 3.6 SCHEDULE See Finish Schedule on drawings.

END OF SECTION 099123

SECTION 101423 - PANEL SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Panel signs.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For panel signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
 - 3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.
- C. Samples: For each exposed product and for each color and texture specified.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design", the ABA standards of the Federal agency having jurisdiction and ICC A117.1.

2.2 PANEL SIGNS

- A. Manufacturers: Subject to compliance with requirements, provide products by ine of the following:
 - 1. Gemini Inc. (geminisignproducts.com)
 - 2. Best Sign Systems, Inc. (best signs.com)
 - 3. An approved equal

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- B. Panel Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
 - 1. Solid-Sheet Sign: Acrylic sheet with finish specified in "Surface Finish and Applied Graphics" Subparagraph and as follows:
 - a. Surface-Applied, Raised Graphics: Applied polymer characters and Braille.
 - b. Material: Acrylic.
 - c. Profile: Square
 - d. Corner Condition in Elevation: Rounded to radius indicated.
 - e. Finish and Color: As selected by Architect from manufacturer's full range.

2.3 PANEL-SIGN MATERIALS

- A. Acrylic Sheet: ASTM D4802, Type UVF (UV filtering).
- B. Vinyl Film: UV-resistant vinyl film of nominal thickness indicated, with pressure-sensitive, permanent adhesive on back; die cut to form characters or images as indicated on Drawings and suitable for exterior applications.

2.4 ACCESSORIES

- A. Adhesive: As recommended by sign manufacturer.
- B. Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch thick, with adhesive on both sides.

2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
- B. Shop- and Subsurface-Applied Vinyl: Align vinyl film in final position and apply to surface. Firmly press film from the middle outward to obtain good bond without blisters or fishmouths.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.

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3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.

B. Mounting Methods:

- 1. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.
- 2. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position, and push to engage tape adhesive.
- C. Remove temporary protective coverings and strippable films as signs are installed.

END OF SECTION 101423

PANEL SIGNAGE 101423 - 3

SECTION 102800 - TOILET ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Toilet Room Accessories:

REFER TO SCHEDULE ON DRAWINGS FOR SELECTIONS.

1.2 RELATED REQUIREMENTS

A. Section 092116 - Gypsum Board Assemblies: Placement of wood blocking in stud wall construction for attachment of accessories.

1.3 REFERENCE STANDARDS

A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.

1.4 SUBMITTALS

- A. See Section 013000 Submittals for submittal procedures.
- B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.
- C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design Manufacturer:
 - 1. American Specialties, Inc: www.americanspecialties.com.
 - 2. An approved equal

2.2 Materials

- A. Accessories General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
- B. Keys: Provide (2) keys for each accessory to Owner; master key lockable accessories.
- C. Stainless Steel Sheet: ASTM A666, Type 304.
- D. Fasteners, Screws, and Bolts: Hot dip galvanized; tamperproof; security type.

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2.3 Fabrication

A. General:

- 1. Basic Construction Requirements:
 - a. Doors: Type 304, 16 gauge, 0.0625-inch stainless steel, formed 15/16 inch return to wall, with vertical edges eased at 3/4 inch radius; welded corners.
 - b. Cabinets: Type 304, 20 gauge, 0.0375 inch stainless steel, formed 1 inch wide flat perimeter trim four sides; joints welded, sight-exposed welds finished to match sheet finish.
 - c. Hinges: Heavy-duty stainless steel multi-staked piano hinge, 3/16 inch diameter barrel, full length of cabinet; hinge leaves spot-welded to door and cabinet body.
 - d. Locks: Flat rimless tumbler locks, keyed alike other toilet accessory locks, with one key for each lock.
 - e. Cabinet and Door Finish: No.4 satin finish.

2.4 Finishes

A. Stainless Steel: Satin finish, unless otherwise noted.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify that field measurements are as indicated on drawings.

3.2 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

3.3 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.

3.4 PROTECTION

A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION 102800

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SECTION 220500 - COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Transition fittings.
 - 3. Dielectric fittings.
 - 4. Mechanical sleeve seals.
 - 5. Sleeves.
 - 6. Escutcheons.
 - 7. Grout.
 - 8. Plumbing demolition.
 - 9. Equipment installation requirements common to equipment sections.
 - 10. Painting and finishing.
 - 11. Supports and anchorages.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.
- D. The following are industry abbreviations for plastic materials:
 - 1. ABS: Acrylonitrile-butadiene-styrene plastic.
 - 2. CPVC: Chlorinated polyvinyl chloride plastic.
 - 3. PE: Polyethylene plastic.
 - 4. PVC: Polyvinyl chloride plastic.
- E. The following are industry abbreviations for rubber materials:

- 1. EPDM: Ethylene-propylene-diene terpolymer rubber.
- 2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For the following:
 - 1. Transition fittings.
 - 2. Dielectric fittings.
 - 3. Mechanical sleeve seals.
 - 4. Escutcheons.

1.5 QUALITY ASSURANCE

A. Electrical Characteristics for Plumbing Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

1.7 COORDINATION

- A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for plumbing installations.
- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for plumbing items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 22 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 22 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

2.4 TRANSITION FITTINGS

- A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
 - 1. Available Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Dresser Industries, Inc.; DMD Div.
 - c. Ford Meter Box Company, Incorporated (The); Pipe Products Div.
 - d. JCM Industries.
 - e. Smith-Blair, Inc.

- f. Viking Johnson.
- 2. Aboveground Pressure Piping: Pipe fitting.

2.5 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.
 - 1. Available Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Eclipse, Inc.
 - d. Epco Sales, Inc.
 - e. Hart Industries, International, Inc.
 - f. Watts Industries, Inc.; Water Products Div.
 - g. Zurn Industries, Inc.; Wilkins Div.
- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- minimum working pressure as required to suit system pressures.
 - 1. Available Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Epco Sales, Inc.
 - d. Watts Industries, Inc.; Water Products Div.
- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
 - 1. Available Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Separate companion flanges and steel bolts and nuts shall have 150-psig minimum working pressure where required to suit system pressures.
- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.

- 1. Available Manufacturers:
 - a. Calpico, Inc.
 - b. Lochinvar Corp.
- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.
 - 1. Available Manufacturers:
 - a. Perfection Corp.
 - b. Precision Plumbing Products, Inc.
 - c. Sioux Chief Manufacturing Co., Inc.
 - d. Victaulic Co. of America.

2.6 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
 - 1. Available Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 3. Pressure Plates: Carbon steel. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.7 SLEEVES

- A. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- B. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
 - 1. Underdeck Clamp: Clamping ring with set screws.

2.8 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw.
 - 1. Finish: Polished chrome-plated.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
 - 1. Finish: Polished chrome-plated.
- E. One-Piece, Stamped-Steel Type: With set screw or spring clips and chrome-plated finish.
- F. Split-Plate, Stamped-Steel Type: With concealed hinge, set screw or spring clips, and chrome-plated finish.
- G. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.9 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.
 - 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PLUMBING DEMOLITION

- A. Refer to Division 01 Section "Cutting and Patching" and Division 02 Section "Selective Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove plumbing systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

- 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
- 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- 5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
 - 1. New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.

- b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
- c. Insulated Piping: One-piece, stamped-steel type with spring clips.
- d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
- e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
- f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
- g. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type with concealed hinge and set screw.
- h. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished chrome-plated finish.
- i. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type with concealed hinge and set screw.

2. Existing Piping: Use the following:

- a. Chrome-Plated Piping: Split-casting, cast-brass type with chrome-plated finish.
- b. Insulated Piping: Split-plate, stamped-steel type with concealed hinge and spring clips.
- c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
- d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge and spring clips.
- e. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
- f. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge and set screw.
- g. Bare Piping in Unfinished Service Spaces: Split-casting, cast-brass type with polished chrome-plated finish.
- h. Bare Piping in Unfinished Service Spaces: Split-plate, stamped-steel type with concealed hinge and set screw or spring clips.
- M. Sleeves are not required for core-drilled holes.
- N. Permanent sleeves are not required for holes formed by removable PE sleeves.
- O. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
- P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.

- 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
- 3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. Steel Pipe Sleeves: For pipes smaller than NPS 6.
 - b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.
 - c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 07 Section "Sheet Metal Flashing and Trim" for flashing.
 - 1) Seal space outside of sleeve fittings with grout.
- 4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- Q. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.
- R. Verify final equipment locations for roughing-in.
- S. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.

- 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
 - 2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
 - 3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
 - 4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.5 PAINTING

- A. Painting of plumbing systems, equipment, and components, if any is specified in Division 09 Sections "Interior Painting".
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.6 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor plumbing materials and equipment.

END OF SECTION 220500

SECTION 220700 - PLUMBING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Insulation Materials:
 - a. Cellular glass.
- 2. Adhesives.
- 3. Mastics.
- 4. Sealants.
- 5. Factory-applied jackets.
- 6. Field-applied fabric-reinforcing mesh.
- 7. Field-applied jackets.
- 8. Tapes.
- 9. Securements.
- 10. Corner angles.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).

B. Shop Drawings:

- 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
- 2. Detail insulation application at pipe expansion joints for each type of insulation.
- 3. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
- 4. Detail removable insulation at piping specialties, equipment connections, and access panels.
- 5. Detail application of field-applied jackets.
- 6. Detail application at linkages of control devices.
- 7. Detail field application for each equipment type.
- C. Samples: For each type of insulation and jacket indicated. Identify each Sample, describing product and intended use.

- D. Qualification Data: For qualified Installer.
- E. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- F. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields.
- B. Coordinate clearance requirements with piping Installer for piping insulation application and equipment Installer for equipment insulation application.

1.7 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Mineral-Fiber, Preformed Pipe Insulation:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Johns Manville; Micro-Lok.
 - b. Knauf Insulation; 1000(Pipe Insulation).
 - c. Owens Corning; Fiberglas Pipe Insulation.
 - 2. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.
- B. Cellular-Glass: Solvent-based resin adhesive, with a service temperature range of minus 75 to plus 300 deg F.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-96.
 - b. Foster Products Corporation, H. B. Fuller Company; 81-33.
 - 2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-82.
 - b. Foster Products Corporation, H. B. Fuller Company; 85-20.

- c. ITW TACC, Division of Illinois Tool Works; S-90/80.
- 2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- D. PVC Jacket Adhesive: Compatible with PVC jacket.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dow Chemical Company (The); 739, Dow Silicone.
 - b. Johns-Manville; Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
 - c. P.I.C. Plastics, Inc.; Welding Adhesive.
 - 2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- E. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-30.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-35.
 - c. ITW TACC, Division of Illinois Tool Works; CB-25.
 - 2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 35-mil dry film thickness.
 - 3. Service Temperature Range: 0 to 180 deg F.
 - 4. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
 - 5. Color: White.
 - 6. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over equipment and pipe insulation.
 - 7. Service Temperature Range: Minus 50 to plus 180 deg F.
 - 8. Color: White.

2.3 SEALANTS

- A. Joint Sealants:
 - 1. Joint Sealants for Cellular-Glass Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-76.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-45.
 - c. Marathon Industries, Inc.; 405.
 - 2. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 3. Permanently flexible, elastomeric sealant.
 - 4. Service Temperature Range: Minus 100 to plus 300 deg F.
 - 5. Color: White or gray.

6. For indoor applications, use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 - 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
 - 3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
 - 4. PVDC Jacket for Indoor Applications: 4-mil-thick, white PVDC biaxially oriented barrier film with a permeance at 0.02 perms when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 20 when tested according to ASTM E 84.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) Dow Chemical Company (The); Saran 540 Vapor Retarder Film and Saran 560 Vapor Retarder Film.
 - 5. PVDC-SSL Jacket: PVDC jacket with a self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) Dow Chemical Company (The); Saran 540 Vapor Retarder Film and Saran 560 Vapor Retarder Film.

2.5 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Johns Manville: Zeston.
 - b. P.I.C. Plastics, Inc.; FG Series.
 - c. Proto PVC Corporation; LoSmoke.
 - d. Speedline Corporation; SmokeSafe.
 - 2. Adhesive: As recommended by jacket material manufacturer.
 - 3. Color: Color-code jackets based on system.

- 4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
- 5. Factory-fabricated tank heads and tank side panels.

2.6 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0835.
 - b. Compac Corp.; 104 and 105.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 428 AWF ASJ.
 - 2. Width: 3 inches.
 - 3. Thickness: 11.5 mils.
 - 4. Adhesion: 90 ounces force/inch in width.
 - 5. Elongation: 2 percent.
 - 6. Tensile Strength: 40 lbf/inch in width.
 - 7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
 - b. Compac Corp.; 110 and 111.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 491 AWF FSK.
 - 2. Width: 3 inches.
 - 3. Thickness: 6.5 mils.
 - 4. Adhesion: 90 ounces force/inch in width.
 - 5. Elongation: 2 percent.
 - 6. Tensile Strength: 40 lbf/inch in width.
 - 7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.7 SECUREMENTS

A. Bands:

- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products; Bands.

- b. PABCO Metals Corporation; Bands.
- c. RPR Products, Inc.; Bands.
- 2. Stainless Steel: ASTM A 167 or ASTM A 240, Type 304; 0.015 inch thick, 1/2 inch wide with wing or closed seal.
- 3. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with wing or closed seal.
- 4. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:

- 1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- 0.135-inch-diameter shank, length to suit depth of insulation indicated.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; CWP-1.
 - 2) GEMCO; CD.
 - 3) Midwest Fasteners, Inc.; CD.
 - 4) Nelson Stud Welding; TPA, TPC, and TPS.
- 2. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series T.
 - 2) GEMCO; Perforated Base.
 - 3) Midwest Fasteners, Inc.; Spindle.
 - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
- 3. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) GEMCO; Nylon Hangers.
 - 2) Midwest Fasteners, Inc.; Nylon Insulation Hangers.

- b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
- c. Spindle: Nylon, 0.106-inch- diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
- d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
- 4. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series TSA.
 - 2) GEMCO; Press and Peel.
 - 3) Midwest Fasteners, Inc.; Self Stick.
 - b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive-backed base with a peel-off protective cover.
- 5. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; RC-150.
 - 2) GEMCO; R-150.
 - 3) Midwest Fasteners, Inc.; WA-150.
 - 4) Nelson Stud Welding; Speed Clips.
 - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
- C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.
- D. Wire: 0.080-inch nickel-copper alloy.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. C & F Wire.
 - b. Childers Products.
 - c. PABCO Metals Corporation.
 - d. RPR Products, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
 - 1. Verify that systems and equipment to be insulated have been tested and are free of defects.
 - 2. Verify that surfaces to be insulated are clean and dry.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment and piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment and pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.

- 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
- 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Manholes.
 - 5. Handholes.
 - Cleanouts.

3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
 - 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- C. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
 - 1. Comply with requirements in Division 07 Section "Penetration Firestopping" and fire-resistive joint sealers.
- D. Insulation Installation at Floor Penetrations:
 - 1. Pipe: Install insulation continuously through floor penetrations.
 - 2. Seal penetrations through fire-rated assemblies. Comply with requirements in Division 07 Section "Penetration Firestopping."

3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
 - 1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
 - 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 - 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe

- diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
- 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.
- 6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
- 7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
- 8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
- 9. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
 - 1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 - 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 - 3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
 - 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.

5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.6 CELLULAR-GLASS INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

- 1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
- 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
- 3. For insulation with factory-applied jackets on above ambient services, secure laps with outward clinched staples at 6 inches o.c.
- 4. For insulation with factory-applied jackets on below ambient services, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

- 1. Install preformed pipe insulation to outer diameter of pipe flange.
- 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
- 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
- 4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

- 1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
- 2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

- 1. Install preformed sections of cellular-glass insulation to valve body.
- 2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
- 3. Install insulation to flanges as specified for flange insulation application.

3.7 FIELD-APPLIED JACKET INSTALLATION

- A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.
 - 1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
 - 2. Embed glass cloth between two 0.062-inch- thick coats of lagging adhesive.

- 3. Completely encapsulate insulation with coating, leaving no exposed insulation.
- B. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.
 - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- C. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

3.8 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
 - 1. Drainage piping located in crawl spaces.
 - 2. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.9 INDOOR PIPING INSULATION SCHEDULE

- A. Domestic Cold Water:
 - 1. NPS 1 and Smaller: Insulation shall be one of the following:
 - a. Cellular Glass: 1-1/2 inches thick.
 - 2. NPS 1-1/4 and Larger: Insulation shall be the following:
 - a. Cellular Glass: 1-1/2 inches thick.
- B. Domestic Hot Water:
 - 1. NPS 1-1/4 and Smaller: Insulation shall be the following:
 - a. Cellular Glass: 1-1/2 inches thick.
 - 2. NPS 1-1/2 and Larger: Insulation shall be the following:
 - a. Cellular Glass: 1-1/2 inches thick.
- C. Exposed Horizontal Storm Water Piping:

- 1. All Pipe Sizes: Insulation shall be one of the following:
 - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 1/2 inch thick.
 - b. Polyolefin: 1 ½ inch thick.

3.10 INDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.
- C. Piping, Concealed:
 - 1. PVC: 30 mils thick.
 - 2. Aluminum, Smooth: 0.020 inch thick.
- D. Piping, Exposed:
 - 1. PVC: 30 mils thick.
 - 2. Aluminum, Smooth: 0.020 inch thick.

END OF SECTION 220700

SECTION 224000 – PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Flush valve water closets.
- B. Lavatories.
- C. Under-lavatory pipe supply covers.
- D. Drinking fountains

1.2 RELATED REQUIREMENTS

- A. Section 079200 Joint Sealants: Sealing joints between fixtures and walls and floors.
- B. Section 220500 Common Work Results- Plumbing

1.3 REFERENCE STANDARDS

- A. ADA Standards Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. ASME A112.18.1 Plumbing Supply Fittings 2018, with Errata.
- C. ASME A112.18.9 Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures 2011 (Reaffirmed 2017).
- D. ASME A112.19.2 Ceramic Plumbing Fixtures 2018, with Errata.
- E. ASME A112.19.5 Flush Valves and Spuds for Water Closets, Urinals, and Tanks 2017.
- F. ICC A117.1 Accessible and Usable Buildings and Facilities 2017.
- G. NSF 61 Drinking Water System Components Health Effects 2021.
- H. NSF 372 Drinking Water System Components Lead Content 2022.

1.4 SUBMITTALS

- A. See Section 013000 Submittals for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Manufacturer's Instructions: Indicate installation methods and procedures.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept fixtures on site in factory packaging. Inspect for damage.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.
- B. Water Efficiency: EPA WaterSense label is required for all water closets, urinals, lavatory faucets, and showerheads.

2.2 REGULATORY REQUIREMENTS

- A. Comply with applicable codes for installation of plumbing systems and accessibility.
- B. Provide certificate of compliance from Authority Having Jurisdiction indicating approval of installation.

2.3 FLUSH VALVE WATER CLOSETS – TAG WC

- A. Water Closets:
 - 1. Vitreous china, ASME A112.19.2, wall mounted, siphon jet flush action, china bolt caps.
 - 2. Bowl: ASME A112.19.2; 16.5 inches high with elongated rim.
 - 3. Flush Valve: Exposed (top spud).
 - 4. Flush Operation: Sensor operated.
 - 5. Handle Height: 44 inches or less.
 - 6. Inlet Size: 1-1/2 inches.
 - 7. Color: White.
 - 8. Manufacturers Basis of Design:
 - a. American Standard, Inc; Madera FloWise Retrofit No. 2294.011EC
 - b. An approved equal.

B. Flush Valves:

- 1. Valve Supply Size: 1 inch.
- 2. Valve Outlet Size: 1-1/2 inches.
- 3. Supplied Volume Capacity: 1.28 gal per flush.
- 4. Manufacturers Basis of Design:
 - a. Sloan; Solis Sensor Flushometer No. 8111-1.28-CO
 - b. An approved equal.

C. Toilet Seats:

- 1. Plastic: White finish, open front, extended back, self-sustaining hinge, brass bolts, without cover.
- 2. Manufacturers Basis of Design:
 - a. American Standard, Inc; #5901.100 Heavy duty open front, less cover
 - b. An approved equal.

2.4 LAVATORIES – TAG LAV

- A. Manufacturers Basis of Design:
 - 1. American Standard, Inc; Murro No.0955.001EC
 - 2. An approved equal.
- B. Wall-Hung Basin:
 - 1. Vitreous China, Grade A: ASME A112.19.2; white rectangular commercial-grade sink with predrilled holes, rear-center drain, front overflow, single hole and wall hanger.
- C. Under Sink Shroud Basis of Design:
 - 1. American Standard, Inc. No. 0059.020EC, Vitreous china
 - 2. An approved equal
- D. Supply Faucet:
 - 1. Manufacturers Basis of Design:
 - a. American Standard, Inc.; Nextgen Selectronic No. 775B-215
 - b. An approved equal.
 - 2. Hands Free Single Lever Faucet: ASME A112.18.1; deck-mount, battery powered, above deck mixing, open grid strainer, and maximum flow of 1.5 gpm.

2.5 UNDER-LAVATORY PIPE SUPPLY COVERS

- A. General:
 - 1. Insulate exposed drainage piping including hot, cold and tempered water supplies under lavatories or sinks per ADA Standards.
 - 2. Construction: 1/8 inch PVC with antimicrobial, antifungal and UV resistant properties.
 - a. Comply with ASME A112.18.9 for covers on accessible lavatory piping.
 - b. Comply with ICC A117.1.

2.6 DRINKING FOUNTAIN & BOTTLE FILLING STATION – TAG DFBF

- A. General:
 - 1. ADA & ICC A117.1 compliant
 - 2. Filtered, refrigerated, 8.0 GPH, Elect.-5A, 370W
 - 3. Finish: Light Gray Granite
 - 4. Provide 5 spare filters with each unit.
- B. Manufacturers Basis of Design:
 - 1. Elkay No. LZS8WSLP
 - 2. An approved equal.

2.7 FLOOR CLEANOUT – TAG CO

A. Manufacturers:

- 1. Jay R Smith Mfg. Co. No. 4020 Series with stainless steel top
- 2. An approved equal

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.

3.2 PREPARATION

A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

- A. Install components level and plumb.
- B. Install and secure fixtures in place with wall supports and bolts.

3.4 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.5 CLEANING

A. Clean plumbing fixtures and equipment.

3.6 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Do not permit use of fixtures by construction personnel.
- C. Repair or replace damaged products before Date of Substantial Completion.

END OF SECTION 224000

SECTION 260100 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. The work under this Division shall consist of all labor, materials, equipment, and services necessary and required to complete all work as shown on the Drawings and in the Specifications (Contract Documents) and as inferable from the Drawings and Specifications.
- B. This Section includes general administrative and procedural requirements for electrical installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in Division 01:
 - 1. Submittals.
 - 2. Record Documents.
 - 3. Operation and Maintenance Manuals.
 - 4. Rough-ins.
 - 5. Electrical installations.
 - 6. Temporary light and power.
 - 7. Field testing.
 - 8. Quality control and acceptance testing.
 - 9. Selective demolition.
 - 10. Fire Stopping and Touchup painting.
- C. Related Sections: The following Sections contain requirements that relate to this Section and/or are governed by the requirements of this Section:

Raceways, Boxes and Cabinets

Wires and Cables

Wiring Devices

Grounding

Interior Lighting

1.03 RELATED WORK NOT INCLUDED IN THIS DIVISION

- A. Raceways and conductors or connections to the Owner's equipment beyond the point indicated on the Electrical Drawings.
- B. Furnishing, setting, mounting or aligning of motors, motor driven equipment that is specified under other Divisions of these Specifications.
- D. Painting, except where specifically called for in other sections of this division (i.e.: identification) and except for factory applied prime or finish painting specified for equipment, fixtures, devices or materials furnished under this Section

1.04 WORKMANSHIP

- A. All work performed shall be first class work in every respect. The work shall be performed by mechanics skilled in their respective trades, who shall at all times be under the supervision of competent persons.
- B. Work that is careless, poorly laid out, not perfectly aligned, or that is not consistent with the requirements generally accepted in the trade for "first class work" will not be acceptable.
- C. In addition to the materials specified elsewhere, furnish and install all other miscellaneous items necessary for the completion of the work to the extent that all systems be complete and operative.
- D. All work under this Section shall be performed in cooperation with the work performed under all other Sections of the Specifications on the Project in order to avoid interference's and to secure the proper installation of all work. Review the Drawings and Specifications covering the work to be performed under all Sections, so that the relation and extent of the work of this Section with respect to the work of all other Sections is understood.

1.05 REGULATIONS AND CERTIFICATES

A. All work under this Section shall comply with the applicable requirements of the National Electrical Code, other codes, laws, regulations and standards of all local and State authorities. Where references are made to laws, codes, regulations and standards, these documents, including the latest revisions and amendments thereto in effect as of the date of Bid Opening, shall form part of these Specifications.

B. Upon completion of the work, furnish Certificates of Approval from the local authorities having jurisdiction for approving materials, equipment installation and procedures under this Section and such other certificates pertaining to the electrical work as may be required by the authorities for the issuance of a permanent Certificate of Occupancy. Pay all expenses arising from the procurement of these certificates and included in the Contract Sum.

1.06 BUILDING ACCESS

A. The access into the building for Contractor's employees, equipment and materials furnished under this Contract shall be through openings and entrances designated by Owner. Refer to Division 1, Section 01500 - Temporary Facilities, for specific requirements relative to the use of building loading dock, staging areas and other existing facilities.

1.07 EXPEDITING THE WORK

- A. Cooperate with all other subcontractors on the project. This Division shall be responsible for prompt delivery of all materials and equipment and for the installation of all work under this Division, at a time and in a manner that will ensure that there will be no delay in the construction schedule. Including but not limited to coordination with the utility company.
- B. Verify all conditions on the job which may affect the installation of the work, and become familiar with applicable local and State regulations. Any discrepancies or interferences shall be reported immediately to the Owner. Additions to the Contract Sum will not be allowed when they are due to the failure to carefully inspect existing conditions.
- C. Method of Procedure (MOP) will be required as outlined in Division 01 of these Specifications and for all work that will involve disruption of service to the building. Submit Method of Procedure to the Owner and Architect for approval. The MOP shall state proposed starting dates of each item of work, transitions, shutdowns, etc. with the expected duration of each. Revise the MOP to address the concerns of the Owner or as specifically directed by the Owner.
- D. Upon award of contract, provide a graphic schedule to the General Contractor in accordance with Section 013000.
 - 1. Provide updated "look ahead" schedules that indicate the work to be performed for the upcoming two-week period.

1.08 PROTECTION OF THE WORK

A. All work, materials and equipment, whether incorporated into the building or not, shall be protected from damage due to moisture, dirt, plaster, concrete or from carelessness.

- B. All material and equipment which is damaged, including installed work, shall be repaired or replaced to the satisfaction of the Owner, at no additional cost to the owner.
- C. After work is completed, all work, equipment, shall be cleaned of all construction dirt. All waste and debris resulting from the electrical installation shall be removed from the site and disposed of in a legal manner.

1.09 SUBMITTALS

- A. All shop drawings and manufacturer's literature shall conform to the requirements set forth in Section 013000.
- G. The following tabulation lists the major components for which shop drawings are required:
 - 1. Grounding system megger test reports.
 - 2. Lighting Fixtures.
 - 3. Wiring Devices.
 - 4. Fire Alarm Devices.

1.10 RECORD DRAWINGS

- A. Maintain an accurate record of all work as actually installed. This record shall be kept current and shall be kept available at the site for inspection. Utilize the Contract Drawings for marking up the work as installed.
- B. Provide Record Drawings in accordance with Section 017839 "Project Record Documents".

1.11 GUARANTEE

- A. Guarantee all wiring free from unwanted grounds and short circuits.
- B. Guarantee all materials and workmanship free from defects for a period of one year starting from the date of Substantial Completion.
- C. Obtain from the various manufacturers or vendors standard guarantees or warranties for their particular equipment or components, and deliver them to the Owner.

1.12 FINAL INSPECTION

A. Conduct a final inspection of all work installed under this Division of the Specification after the installation has been completed; the testing hereinafter specified has been performed; and test reports have been submitted to the Owner.

1.14 QUALITY CONTROL AND ACCEPTANCE TESTING

A. Provide Quality Control Performance Tests, and Acceptance Testing for all systems, devices and equipment installed or wired under this Division. Tests shall be performed to the satisfaction of the Owner and the Owner's Representative.

1.15 SHUTDOWNS AND PREMIUM COSTS

- A. Should the contractor not be ready for the owner's occupancy and shutdown and/or tie-ins be required when the owner's equipment is on site the provisions of this paragraph will hold. Plan the installation of this work and connections to existing building systems and relocation of existing work to ensure minimum interference with building services.
- B. Submit for approval a schedule of necessary temporary shutdowns of the existing electrical services and shall secure such approval in writing before proceeding.
- C. All costs for performing specified overtime work and specified premium time work shall be at the contractor's expense.
- D. Electrical service, building services and systems shall not be interrupted during regular non-working hours. All work requiring the interruption of alarm systems or interruption or shutdown of electric power shall be performed during premium time. Provide temporary connections, if necessary, to maintain continuous electrical power for the operation of any area affected by the work of this Section.
- E. Once a system has been energized, any work requiring the interruption of alarm systems or interruption shutdown of an electrical panel shall be performed during premium time except as otherwise indicated. The installation of circuit breakers, connections to active circuit breakers and disconnecting from circuit breakers in active panelboards or switchboards shall be performed only during the shutdown of electric service to the panel.
- F. Any work under this Section which may cause interference with the Owner's operation shall be done in such a manner and at such time as is approved by the Owner and/or the Building Supervisor. Removal and alteration of electrical equipment, conduit and wiring and the installation of new work shall be performed with minimum interruption. Where the situation permits, make temporary connections as required to prevent electrical service interruptions.

- G. Approval for temporary shutdown of electrical services shall be secured from the Owner in writing a minimum of two weeks in advance. Provide temporary UPS systems for any critical load during shutdowns.
- H. Scheduled shutdowns shall be arranged to facilitate the phasing of the work. Complete as much preparatory work as can be done in advance of shutdown, so as to minimize the length of shutdowns. The shutdowns shall be arranged with the Owner.
- I. Provide sufficient personnel for all shutdowns to accomplish the required work within the time available.
- J. Should any work impair or limit the effectiveness of any existing system, provide adequate manpower to supervise any and all areas compromised by the work for the duration of the work. For example, if the work causes or requires the loss of fire alarm system coverage in part or full, provide certified dedicated fire warden personnel for each room and area lacking coverage, to detect and announce any potential fire or life safety hazard.

1.16 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.
- B. Storage: Materials stored at the project site which become soiled with construction dirt, concrete or earth work shall be removed from the site and replaced with new. Do not install soiled material.
- C. Cleaning: Clean wipe the interior of all conduit, pullboxes and panel board backboxes, soiled by masonry trades, before proceeding with wiring.
- D. Generally, do not install damaged, broken or marred material or products; replace with new. On long delivery items that are damaged in shipping or storage, field repair these items and temporarily install them in the interim until replacement items have arrived. Replace the damaged items when the replacement item has arrived.

1.17 SEQUENCING AND SCHEDULING

- A. Coordinate installation with other building components and the work of other trades.
- B. Coordinate the installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Sequence, coordinate and integrate installations of materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning or greater access prior to closing in the building.
- D. Coordinate connection of electrical services to equipment of other trades and Divisions.

- E. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces. Install identifying devices prior to installing acoustical ceilings and similar concealment.
- F. Arrange for chases, slots and openings in building structure during progress of construction to allow for electrical installations.
- G. Coordinate connecting electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.

1.18 DRAWINGS AND SPECIFICATIONS

- A. The Drawings are to be considered schematic only and do not necessarily show the exact location and details of the work to be installed. It shall be the responsibility of the Contractor to provide the work in conformity with the requirements of these Specifications, the applicable codes, regulations and standards, and the best trade practices meeting with the approval of the Owner. If any departures from the Drawings are deemed necessary, details of such departures and the reasons therefore shall be submitted immediately to the Owner for approval. If any conflicts or discrepancies are found to exist on the Drawings, in the Specifications or between the Drawings and the Specifications, assume the most expensive option and include such costs in the Contract Sum. It shall be understood that the Owner reserves the right to change the location of equipment and apparatus to a reasonable extent as building conditions may dictate, without extra cost to the Owner.
- B. Locations of lighting fixtures, outlets, panels, devices and other equipment are approximately correct, but are subject to such revision as may be found necessary or desirable at the time work is installed in consequence of increase or reduction in the number of outlets, to meet field conditions, to coordinate with modular requirements of ceilings, to simplify work, or for other legitimate causes.
- C. Any significant changes in location of outlets, cabinets, etc., found necessary in order to meet field conditions, shall be brought to the immediate attention of the Architect and written approval must be obtained before such alterations are made.
- D. Locations of outlets and equipment not definitely located on the Drawings shall be obtained from the Architect in the field.
- E. The Drawings generally do not indicate the quantity of wires or conduit for branch circuit wiring nor the conduit size for feeders. Provide the correct wire size and quantity of wires installed in conduit of proper size as required by the indicated circuiting, control wire diagrams, if any, specified voltage drop or maximum distance limitations and applicable requirements of the National Electrical Code. Show branch circuit and feeder wiring and conduit runs on the record drawings.

1.20 TEMPORARY POWER

A. Provide temporary power in accordance with Section 015000 "Temporary Facilities and Services".

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Provide all materials required for a complete and proper installation.
- B. In addition to the materials specified elsewhere, all other miscellaneous items necessary for the completion of the work shall be furnished and installed by the Contractor to the extent that all systems be complete and operative.
- C. All material and equipment furnished under this Division shall be new and listed and/or labeled by the Underwriters' Laboratories, Inc. for the application, unless otherwise specified herein. Materials, material sizes and methods of construction not specified shall be at least equal to or better than the standards listed by the Underwriters' Laboratories, Inc. and/or requirements of the laws, regulations and codes mentioned hereinafter.

2.02 SUPPORTING DEVICES

- A. Channel and angle support systems, hangers, anchors, sleeves, brackets, fabricated items and fasteners are designed to provide secure support from the building structure for electrical components.
 - 1. Material: Steel, except as otherwise indicated, protected from corrosion with zinc coating or with treatment of equivalent corrosion resistance using approved alternative finish or inherent material characteristics.
 - 2. Material: Nonconductive structurally rated fiberglass for equipment and materials connected to any isolated ground plane.
 - 3. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel, except as otherwise indicated.
- B. Steel channel supports have 9/16-inch diameter holes at a maximum of 8 inches O.C., in at least 1 surface.
 - 1. Fittings and accessories mate and match with channels and are from the same manufacturer.

- C. Nonmetallic Channel and Angle Systems: Structural-grade, factory formed, fiber glass-resin channels and angles with 9/16-inch diameter holes at a maximum of 8 inches O.C., in at least 1 surface.
 - 1. Fittings and accessories mate and match with channels or angles and are from the same manufacturer.
 - 2. Fitting and Accessory Material: Same as channels and angles, except metal items may be stainless steel.
- D. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets and spring steel clamps or "click"- type hangers.
- E. Sheet-Metal Sleeves: 0.0276-inch or heavier galvanized sheet steel, round tube, closed with welded longitudinal joint.
- F. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- G. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable iron casting with hot-dip galvanized finish.
- H. Expansion Anchors: Carbon-steel wedge or sleeve type.
- I. Toggle Bolts: All-steel springhead type.
- J. Powder-Driven Anchors are not allowed.

PART 3 - EXECUTION

3.01 GENERAL

- A. Inspection: Prior to all work of this Division, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that the work of this Division may be completed in strict accordance with all pertinent codes and regulations, the approved shop drawings and the manufacturer's recommendations.
- B. Discrepancies: In the event of discrepancy, immediately notify the Owner. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.
- C. Do not install work without approved shop drawings.

- D. Should the Contractor proceed without submittals and approvals of submittals, any costs incurred to correct problems that could have been corrected in the shop drawing or coordination drawings shall be the responsibility of the Contractor.
- G. All work under this Section shall be performed in cooperation with the work performed under all other Sections of the Specifications on the Project in order to avoid interferences and to secure the proper installation of all work. Review the Drawings and Specifications covering the work to be performed under all Sections, so that the relation and extent of the work of this Section with respect to the work of all other Sections is understood.

3.02 INSTALLATION

- A. Locations: Install all electrical work in the locations shown on the approved shop drawings, except where specifically otherwise approved by the Architect. Do not install electrical work directly under the work of other trades (including new and existing work) even if such work is in the locations indicated on the contract documents or approved submittals. If such a condition occurs contact the Architect for specific direction regarding the exact location of such work.
- B. Interferences: Avoid interference with structure, and with the work of other trades, preserving adequate headroom and clearing all doors and passageways to the approval of the Architect.
- C. Inspection: Check each piece of equipment in the system for defects, verifying that all parts are properly furnished and installed, that all items function properly, and that all adjustments have been made.
- D. Fabricate, test, assemble and install all material, equipment and systems in accordance with the requirements of the following:
 - 1. National Fire Protection Code NFPA
 - 2. Occupational Safety and Health Administration (OSHA)
 - 3. American National Standards Institute (ANSI)
 - 4. Underwriters' Laboratories, Inc. (UL)
- F. Install items level, plumb, and parallel and perpendicular to other building systems and components, except where otherwise indicated.
- G. Give right of way to raceways and piping systems installed at a required slope.

3.03 CLOSING-IN OF UNINSPECTED WORK

A. General: Do not allow or cause any of the work of this Division to be covered up or enclosed until it has been inspected, tested and approved by the Architect and by all other authorities having jurisdiction.

B. Uncovering: Should any of the work of this Division be covered up or enclosed before it has been completely inspected, tested and approved, do all things necessary to uncover all such work. After the work has been completely inspected, tested and approved, provide all materials and labor necessary and make all repairs necessary to restore the work to its original and proper condition at no additional cost to the Owner.

3.04 COOPERATION WITH OTHER TRADES

- A. Do all things necessary to cooperate with other trades in order that all systems in the work may be installed in the best arrangements.
- B. Coordinate as required with all other trades to share space in common areas and to provide the maximum of access to each system.

3.05 CLEANING

A. It is the intent of these Specifications that all work, including the inside of equipment, be left in a clean condition. All construction dirt shall be removed from material and equipment.

3.06 COMPLETENESS

A. It is the intent of these Specifications to provide a complete system. All material and equipment shall be installed properly. All material and equipment shall be adjusted so that it is operating as designed, to the satisfaction of the Architect and Owner.

3.07 ELECTRICAL SUPPORTING METHODS

- A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, Uchannel system components.
- B. Dry Locations: Steel materials.
- C. Support Clamps for PVC Raceways: Click-type clamp system.
- D. Conform to manufacturer's recommendations for selecting supports.
- E. Strength of Supports: Adequate to carry all present and future loads, times a safety factor of at least 4; 200 lb. minimum design load.

3.08 CUTTING AND PATCHING

- A. Perform cutting and patching in accordance with Section 010450.
- B. Repair disturbed surfaces to match adjacent undisturbed surfaces.

3.09 TOUCHUP PAINTING

- A. Thoroughly clean damaged areas and provide primer, intermediate and finish coats to suit the degree of damage at each location.
- B. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.

3.10 TEMPORARY POWER FOR TOOLS AND EQUIPMENT

A. The contractor shall provide ground fault circuit interrupters on each temporary power feed, including all extension cords.

3.11 DISPOSAL

A. All materials removed under this contract shall be disposed of in a legal and approved manor. Items considered hazardous or that require manifested disposal shall be removed from equipment and/or devices separately contained and disposed of in such manor. Such items include but are not limited to ballasts (PCB or Not), fluorescent tubes (lamps), Mercury lamps and switches.

END OF SECTION 260100

SECTION 260519 - WIRES AND CABLES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes building wires and cables and associated splices, connectors, and terminations for wiring systems rated 600 volts and less.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section Firestopping.
 - 2. Section Basic Electrical Requirements for supporting devices for supports and anchors for fastening cable directly to building finishes.

1.03 QUALITY ASSURANCE

- A. Comply with NFPA 70 "National Electrical Code" for components and installation.
- B. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms "Listed and Labeled": As defined in the "National Electrical Code," Article 100.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver wire and cable according to NEMA WC-26.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Wires and Cables
 - a. American Insulated Wire Corporation, Leviton Manufacturing Company
 - b. Brand-Rex Cable Systems, Brintec Corporation
 - c. Carol Cable Company, Inc.
 - d. Senator Wire & Cable Company
 - e. Southwire Company
 - 2. Connectors for Wires and Cables
 - a. Burndy
 - b. Electrical Products Division, 3M Company
 - c. O-Z/Gedney Unit, General Signal

2.02 BUILDING WIRES AND CABLES

- A. UL-listed Class B concentric round copper building wires and cables with conductor material, insulation type, cable construction, and rating as specified in Part 3 "Applications" Article.
- B. Rubber Insulation: Conform to NEMA WC 3.
- C. Thermoplastic Insulation: Conform to NEMA WC 5.
- D. Cross-Linked Polyethylene Insulation: Conform to NEMA WC 7.
- E. Ethylene Propylene Rubber Insulation (EPR): Conform to NEMA WC 8.
- F. Solid conductor for lighting and receptacle circuit conductors and all conductors 10 AWG and smaller; stranded conductor for larger than 10 AWG.

2.03 CONNECTORS AND SPLICES

- A. Provide UL-listed factory-fabricated compression style wiring connectors of size, ampacity rating, material, and type and class for application and for service indicated. Select to comply with Project's installation requirements and as specified in Part 3 "Applications" Article.
- B. For conductors #10 AWG and smaller: Wire and cable connectors shall be solderless, mechanical, solid copper or copper alloy types. Connectors shall be Buchanan Electrical Products copper squeeze-on type with molded rubber or

- vinyl cap, Minnesota Mining and Manufacturing Company "Scotchlock" or Ideal Industries "Super-Nut" spring connectors with molded vinyl cap or as approved.
- C. Connectors and/or terminations for conductors #8 AWG and larger: UL Standard 486A Dual crimp long barrel compression lugs with two bolt holes, Suitable for 90°C, insulated with clear heat shrink molded covers over the entire barrel portion of the lug. Similar to "Hylugs" manufactured by Burndy to accommodate 1/2" bolts. Compression crimp shall be performed utilizing dies that impress a mark indicating the die used to crimp the connection. Die mark shall be visible through the clear heat shrink cover.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine raceways and building finishes to receive wires and cables for compliance with installation tolerances and other conditions. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 APPLICATIONS

- A. Service Entrance: Type USE rated RHW-2, copper conductor rated 90°C insulation, in raceway.
- B. Feeders
 - 1. Cables 500MCM and smaller: Type THHN/THWN-2/XHHW-2/RHW-2, copper conductor, in raceway.
 - 2. Cables over 500MCM: Type THW, RHW, copper conductor, in raceway.
- C. Branch Circuits: Type THHN/THWN, copper conductor, in raceway.
- D. Lighting circuit drops to fixtures (limited to runs of no more than 5 feet where concealed): Type MC cable, copper conductor, 90°C insulation.
- E. Instrument cabling: Twisted shielded pair or triads with aluminum mylar shield and copper drain wire, Type XHHW or THHN insulation.
- F. Class 1 Control Circuits: Type THHN/THWN, copper conductor, in raceway.
- G. Class 2 Control Circuits: Type THHN/THWN, copper conductor, in raceway.
- H. Direct Current Circuits: Type EPR, copper conductor, in raceway.

3.03 INSTALLATION

- A. Install wires and cables as indicated, according to manufacturer's written instructions and the NECA "Standard of Installation." Install all wires and cabling concealed.
- B. Remove existing wire from raceway before pulling in new wire and cable.
- C. Pull conductors into raceway simultaneously where more than one is being installed in same raceway.
 - 1. Use pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation.
 - 2. Use pulling means, including fish tape, cable, rope, and basketweave wire/cable grips that will not damage cables or raceway.
- D. Where specifically allowed by the Architect, Install exposed cable. Install parallel and perpendicular to surfaces or exposed structural members, and follow surface contours where possible.
- E. Conductor Splices: Keep to minimum.
 - 1. Splices are not permitted in feeders.
 - 2. Splices are permitted only where required to circuit specific devices on shared circuits.
 - 3. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
 - 4. Use only compression type splice and tap connectors that are compatible with conductor material.
- F. Wiring at Outlets: Install with at least 12 inches of slack conductor at each outlet.
- G. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.
- H. Provide each branch circuit with a dedicated ground conductor. Do not use multiconductor branch circuits, provide dedicated neutral conductors for each circuit requiring a neutral conductor.
- I. Connect each ground conductor to grounding bushings as it enters and/or exits boxes and enclosures.

J. The drawings generally do not indicate the quantity of wires or conduit for branch circuit wiring nor the conduit size. Provide the correct wire size and quantity of wires installed in conduit of proper size as required by the indicated circuiting, control wire diagrams, if any, specified voltage drop or maximum distance limitations and applicable requirements of the national electrical code. Show branch circuit and feeder wiring and conduit runs on the record drawing.

3.04 FIELD QUALITY CONTROL

- A. Testing Firm: Provide the services of a qualified independent testing firm to perform specified field quality-control testing.
- B. Testing: Upon installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
 - 1. Procedures: Perform each visual and mechanical inspection and electrical test stated in NETA Standard ATS, Section 7.3.1. Certify compliance with test parameters.
 - 2. Test all cables with 1000VDC megger test. Test branch circuit wiring for one minute. Test feeder wiring for 15 minutes with readings at one-minute intervals.
 - 3. Parallel feeders: Provide full load current tests for all parallel feeder conductors. Verify that current division between the parallel conductors does not vary more than 5%.
 - 4. Terminations: Provide infrared thermoscans of all terminations of conductors #8AWG and larger. Perform scans with conductors carrying the designed load.
- C. Correct malfunctioning products at site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units, and retest.

END OF SECTION 260519

SECTION 260526 - GROUNDING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes grounding of electrical systems and equipment and basic requirements for grounding for protection of life, equipment, circuits, and systems. Grounding requirements specified in this Section may be supplemented in other Sections of these Specifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 26 Section 26 0519 Wires and Cables for requirements for grounding conductors.

1.03 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product Data for grounding rods, connectors and connection materials, and grounding fittings.
- C. Qualification data for firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Field tests and observation reports certified by the testing organization and indicating and interpreting the test reports for compliance with performance requirements.

1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7, or a full member company of the International Electrical Testing Association (NETA).
 - 1. Testing Agency Field Supervision: Use persons currently certified by NETA or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Comply with NFPA 70.

- C. Comply with UL 467.
- D. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Burndy
 - 2. O-Z/Gedney Company
 - 3. Thomas & Betts, Electrical

2.02 GROUNDING AND BONDING PRODUCTS

A. Governing Requirements: Where types, sizes, ratings, and quantities indicated are in excess of National Electrical Code (NEC) requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.

2.03 WIRE AND CABLE GROUNDING CONDUCTORS

- A. Comply with Division 26 Section 26 0519 Wires and Cables. Conform to NEC Table 8, except as otherwise indicated, for conductor properties, including stranding.
 - 1. Material: Copper. Use only copper wire for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
- B. Equipment Grounding Conductors: Insulated with green color insulation.
- C. Bare Copper Conductors: Conform to the following:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Assembly of Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.

2.04 MISCELLANEOUS CONDUCTORS

- A. Grounding Bus: Bare, annealed-copper bars of rectangular cross section.
- B. Braided Bonding Jumpers: Copper tape, braided No. 30 AWG bare copper wire, terminated with copper ferrules.

C. Bonding Straps: Soft copper, 0.05 inch thick and 2 inches wide, except as indicated.

2.05 CONNECTOR PRODUCTS

- A. Pressure Connectors: High-conductivity-plated units.
- B. Bolted Clamps: Heavy-duty type.
- C. Exothermic-Welded Connections: Provided in kit form and selected per manufacturer's written instructions for specific types, sizes, and combinations of conductors and connected items.

PART 3 - EXECUTION

3.01 APPLICATION

- A. Equipment Grounding Conductors: Provide all branch circuits and feeders with ground conductors. Comply with NEC Article 250 for types, sizes, and quantities of equipment grounding conductors, except where specific types, larger sizes, or more conductors than required by NEC are indicated.
 - 1. Install equipment-grounding conductor with all circuit conductors.
 - 2. Busway Supply Circuits: Install separate equipment grounding conductor from the grounding bus in the switchgear to equipment grounding-bar terminal on busway.
 - 3. Non-metallic Raceways: Install Central office equipment grounding conductors in non-metallic raceways.
- B. Separately Derived Systems: Where NEC requires grounding, ground according to NEC Paragraph 250-26.
- C. Metal Poles Supporting Outdoor Lighting Fixtures: Ground pole to a grounding electrode in addition to separate equipment grounding conductor run with supply branch circuit.

3.02 INSTALLATION

- A. General: Ground electrical systems and equipment according to NEC requirements, except where Drawings or Specifications exceed NEC requirements.
- B. Grounding Rods
 - 1. Drive until tops are 2 inches below finished floor or final grade, except as otherwise indicated.

- 2. Interconnect with grounding-electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make these connections without damaging copper coating or exposing steel.
- D. Grounding Conductors: Route along the shortest and straightest paths possible, except as otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage. Route and support so that conductors are not encircled by magnetic or conductive materials.
- E. Underground Grounding Conductors: Use bare copper wire. Bury at least 24 inches below grade.

3.03 CONNECTIONS

- A. General: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use silver-plated materials to assure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Provide antiox compounds at all bolted and compression connections.
 - 4. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
 - 5. Cover crimp connections and barrels with clean heat shrink insulation.
- B. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, including those at test wells. Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- C. Equipment Grounding-Wire Terminations: For No. 8 AWG and larger, use two hole long barrel dual crimp tongue lugs. Apply antiox compound and clear heatshrink cover over all visible copper areas. No. 10 AWG and smaller grounding conductors may be tapped with "C" or "H" style compression connectors.
- D. Metal Raceway Terminations: Where metallic raceways terminate Provide each conduit with a grounding bushing. Connect grounding bushings with grounding conductor. Bond conduits at both entrances and exits with grounding bushings and continuous grounding conductors, except as otherwise indicated.
- E. Metal Box Terminations: Provide bonding conductors from grounding bushings to ground bars and to back boxes. Provide brazed or welded posts in each back box to accommodate the lugs specified.. Bond electrically non-continuous

- conduits at both entrances and exits with grounding bushings and bare grounding conductors, except as otherwise indicated.
- F. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. Where these requirements are not available, use those specified in UL 486A and UL 486B.
- G. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing die code to make a visible indication that a connector has been adequately compressed on grounding conductor. Provide clear heat shrink insulating cover over the barrel section of the lug.
- H. Moisture Protection: Where insulated grounding conductors are connected to grounding rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.04 FIELD QUALITY CONTROL

- A. Perform tests described below.
- B. Tests: Subject the completed grounding system to a megger test at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than 2 full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by the 2-point method according to IEEE 81.
- C. Maximum grounding-to-resistance values are as follows:
 - 1. Equipment Rated 500 kVA and Less: 10 ohms.
 - 2. Equipment Rated 500 to 1000 kVA: 5 ohms.
 - 3. Equipment Rated More than 1000 kVA: 3 ohms.
- D. Excessive Ground Resistance: Where resistance to ground exceeds specified values, notify Owner promptly and include recommendations to reduce ground resistance and to accomplish recommended work.
- E. Report: Prepare test reports, certified by the testing organization, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

3.05 ADJUSTING AND CLEANING

A. Restore surface features, at areas disturbed by work of this Section.

END OF SECTION 260526

SECTION 260533 - RACEWAYS, BOXES AND CABINETS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes raceways, fittings, boxes, enclosures and cabinets for electrical wiring. All raceways are to be installed concealed.
- B. Raceways include the following:
 - 1. Rigid metal conduit.
 - 2. Intermediate metal conduit.
 - 3. Electrical metallic tubing (EMT).
- C. Boxes, enclosures and cabinets include the following:
 - 1. Pull and junction boxes.
 - 2. Cabinets and hinged cover enclosures.
- D. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 26 Section 260500 Basic Electrical Requirements for supporting devices and anchors for raceway and box supports.

1.03 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for surface raceway, wireway and fittings, floor boxes, hinged cover enclosures and cabinets.
- C. Shop drawings for nonstandard boxes, enclosures, and cabinets. Include layout drawings showing components and wiring.

1.04 QUALITY ASSURANCE

- A. Comply with NFPA 70 "National Electrical Code" for components and installation.
- B. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms "Listed and Labeled": As defined in the "National Electrical Code," Article 100.
- C. Comply with NECA "Standard of Installation."
- D. Coordinate layout and installation of raceway and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide Products by of one of the following:
 - 1. Metal Conduit and Tubing
 - a. Anamet, Inc., Anaconda Metal Hose
 - b. Triangle PWC, Inc.
 - c. Wheatland Tube Company
 - 2. Conduit Bodies and Fittings
 - a. Emerson Electric Company, Appleton Electric Company
 - b. Hubbell, Inc., Killark Electric Manufacturing Company
 - c. General Signal, O-Z/Gedney Unit
 - 3. Boxes, Enclosures and Cabinets
 - a. Butler Manufacturing Company, Walker Division
 - b. Cooper Industries, Midwest Electric
 - c. Hubbell Inc., Killark Electric Manufacturing Company
 - d. General Signal, O-Z/Gedney
 - e. Square D Company
 - f. Thomas & Betts Corporation

2.02 METAL CONDUIT AND TUBING

- A. Rigid Steel Conduit: UL 6, ANSI C80.1.
- B. Intermediate Metal Conduit: UL 1242, ANSI C80.6.
- C. Electrical Metallic Tubing and Fittings: UL 797, ANSI C80.3 with compression-type fittings.
- D. Fittings: NEMA FB 1, compatible with conduit/tubing materials except that only threaded and compression type fittings are acceptable.

2.03 PULL AND JUNCTION BOXES

- A. Small Sheet Metal Boxes: NEMA OS 1.
- B. Cast Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.

2.04 CABINETS AND ENCLOSURES

- A. Hinged Cover Enclosures: NEMA 250, steel enclosure with continuous hinge cover and flush latch. Finish inside and out with manufacturer's standard enamel.
- B. Cabinets: NEMA 250, type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of the raceway system. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 WIRING METHODS

- A. Indoors: Use the following wiring methods:
 - 1. Damp or Wet Locations: Rigid steel conduit.
 - 2. Exposed: Electrical metallic tubing, except where exposed to physical damage.
 - 3. Concealed: Electrical metallic tubing, except where exposed to physical damage.

- 5. Boxes and Enclosures: NEMA Type 1, except in damp or wet locations use NEMA Type 4, stainless steel.
- 6. Where subject to physical damage: Rigid or intermediate metal conduit.
- 7. All other locations: Rigid or intermediate metal conduit.
- B. Outdoors: Use the following wiring methods:
 - 1. Damp or Wet Locations: Rigid steel conduit.
 - 2. Exposed: Rigid steel conduit.
 - 3. Underground: Schedule 40 PVC Conduit
 - 4. Concealed Rigid steel conduit.
 - 5. Boxes and Enclosures: NEMA Type 4.
 - 6. Where subject to physical damage: Rigid or intermediate metal conduit.
 - 7. All other locations: Rigid or intermediate metal conduit.
- C. The following conditions are defined as subject to physical damage for this section:
 - 1. Exposed below 10' above the finished floor where conduit travels up from the floor level or enters the bottom of a box. Except at typical floor lobbies.

3.03 INSTALLATION

- A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions. Unless otherwise noted all race way is to be installed concealed.
- B. Do not use EMT in areas where raceway will be exposed to physical damage. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.
- C. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes. Install horizontal raceway runs above water and steam piping.
- D. Install raceways level and square and at proper elevations. Provide adequate headroom.
- E. Complete raceway installation before starting conductor installation.

- F. Support raceway as specified in Division 26 Section 260500 Basic Electrical Requirements for supporting devices."
- G. Use temporary closures to prevent foreign matter from entering raceway.
- H. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab.
- I. Make bends and offsets so the inside diameter is not reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.
- J. Use raceway fittings compatible with raceway and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, except as otherwise indicated. Unthreaded fittings shall not be used except for EMT.
- K. Run raceways concealed with a minimum of bends in the shortest practical distance considering the type of building construction and obstructions, except as otherwise indicated.
- L. Raceways Embedded in Slabs: Install in middle third of the slab thickness where practical, and leave at least 1-inch concrete cover.
 - 1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
 - 2. Space raceways laterally to prevent voids in the concrete.
 - 3. Run conduit larger than 1-inch trade size parallel to or at right angles to main reinforcement. When at right angles to reinforcement, place conduit close to slab support.
 - 4. Transition nonmetallic tubing to Schedule 80 non-metallic conduit, rigid steel conduit, or IMC before rising above floor.
- M. Where in unfinished spaces or where specifically approved by the architect, install raceways exposed. Install parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
 - 1. Run parallel or banked raceways together, on common supports where practical.
 - 2. Make bends in parallel or banked runs from same center line to make bends parallel. Use factory elbows only where they can be installed parallel; otherwise, provide field bends for parallel raceways.
- N. Join raceways with fittings designed and approved for the purpose and make joints tight.

- 1. Make raceway terminations tight. Use bonding bushings at connections subject to vibration. Use ground conductors through the bonding bushings.
- 2. Use insulating bushings to protect conductors.
- 3. Use compression fitting for non-threaded connections.
- O. Terminations: Terminate raceways with locknuts and grounding bushings, align the raceway to enter squarely, and install the locknuts with dished part against the box. Where terminations cannot be made secure with one locknut, use two locknuts, one inside and one outside the box. Provide grounding bushings for all raceway terminations
- P. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- Q. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line having not less than 200-lb. tensile strength. Leave not less than 12 inches of slack at each end of the pull wire.
- R. Telephone and Signal System Raceways and underground raceways: In addition to the above requirements, install in maximum lengths of 150 feet and with a maximum of two 90° bends or equivalent. Install pull, junction boxes or hand holes where necessary to comply with these requirements.
- S. Install raceway-sealing fittings according to the manufacturer's written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points and elsewhere as indicated:
 - 1. Where conduits enter or leave hazardous locations.
 - 2. Where conduits pass from warm locations to cold locations, such as the boundaries of refrigerated spaces and air-conditioned spaces.
 - 3. Where otherwise required by the NEC.
- T. Stub-Up Connections: Extend conduits through concrete floor for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs, and set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; flexible metal conduit may be used 6 inches above the floor. Where equipment connections are not made under this Contract, install screwdriver-operated threaded flush plugs flush with floor.

- U. Flexible Connections: Use maximum of 6 feet of flexible conduit for recessed and semi-recessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquid tight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.
- V. Do not install aluminum conduit embedded in or in contact with concrete.
- W. Set floor boxes level and adjust to floor surface.
- X. Install hinged cover enclosures and cabinets plumb. Support at each corner.
- Y. Provide grounding connections for all raceway, boxes, and components. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.
- Z. Install cast type boxes for all surface mounted devices, lighting etc. where boxes are surface mounted and mounted 10 foot above finished floor and below (including boxes under access floor).
- AA. Install electrical work that originates from different or diverse panelboards, load busses, services or derived systems (i.e. service switchboards or standby power) so that they are physically separated from each other. Distribution components that do not originate from the same load busses shall be run at extreme opposite ends of the facility. Where such cannot be run at the extreme opposite ends of the facility, separate them to the extreme opposite ends of the room or space.

3.04 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, to ensure that coatings, finishes, and cabinets are without damage or deterioration at Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touch-up coating recommended by the manufacturer.

3.05 IDENTIFICATION

- A. Provide identification for the following:
 - 1 All accessible raceway 2 inches and larger.
 - 2. Fire alarm raceway.
 - 3. Security raceway.

- 4. Emergency lighting raceways.
- 5. Communication raceways.
- 6. Junction, Pull and Splice boxes.
- B. Use plastic sheet raceway markers extending 360° around conduits with a minimum length of 8 inches. Text shall be legible to the naked eye from the floor level below.
 - 1. Identify system voltage.
 - 2. Identify conduit function or system.
 - 3. Provide at minimum intervals of every 20' on center.
- C. Use plastic laminated labels to identify boxes. Text shall be legible to the naked eye from the floor level below.
 - 1. Identify system voltage.
 - 2. Identify function or system.
 - 3. Identify box name or designation.

3.06 CLEANING

A. Upon completion of installation of system, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

END OF SECTION 260533

SECTION 260575 - INTERIOR LUMINAIRES

PART 1 - GENERAL

Applicable provisions of the Conditions of the Contract and Division 01 General Requirements apply to work in this Section. Submit shop drawings and product data for review and approval.

1.1 WORK INCLUDED

- A. Interior luminaires and accessories.
- B. LED Driver.
- C. Lamps.

1.2 REFERENCES

- A. ANSI/IES RP-16-10 Nomenclature and Definitions for Illuminating Engineering.
- B. ANSI C78.37 7 Specifications for the Chromaticity of Solid-State Lighting (SSL) Products.
- C. IES LM-79-08 Electric and Photometric Measurements of Solid-State Lighting Products.
- D. IES LM-80-08 Measuring Lumen Maintenance of LED Light Sources.
- E. IES 7M-21-11 Projecting Long Term Lumen Maintenance of LED Light Sources.
- F. IES LM-82-11 IES Approved Method for the Characterization of LED Light Engines and LED Lamps for Electrical and Photometric Properties as a Function of Temperature.
- G. UL 8750 LED Equipment for Use in Lighting Products.
- H. NEMA WD 6 Wiring Devices Dimensional Requirements.
- I. NFPA 70 National Electrical Code.
- J. NFPA 101- Life Safety Code.

1.3 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five (5) years documented experience.

1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70 and to requirements of NFPA 101.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. (UL), American National Standards Institute (ANSI) and Illuminating Engineering Society (IES).

1.5 SUBSITITUTIONS

- A. All proposed substitutions must be submitted with each light fixture specification cutsheet, accompanied with footcandle calculation for all spaces, provided for Architect and Engineer's review, prior to approval.
- B. If the substitution is accepted, the contractor accepts responsibility and associated costs for all required modifications to circuitry, devices, and wiring.

PART 2 - PRODUCTS

2.1 LUMINAIRES AND LED DRIVERS

A. REFER TO SCHEDULE ON DRAWINGS FOR LUMINAIRE SELECTIONS

B. Voltage: 120 V.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- B. Install accessories furnished with each luminaire.
- C. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- D. Bond products and metal accessories to branch circuit equipment grounding conductor.

3.2 FIELD QUALITY CONTROL

A. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.3 ADJUSTING

A. Aim and adjust luminaires as indicated.

3.4 CLEANING

- A. Clean electrical parts to remove conductive and deleterious materials.
- B. Remove dirt and debris from enclosures.
- C. Clean photometric control surfaces as recommended by manufacturer.
- D. Clean finished and touch up damage.

3.5 PROTECTION OF FINISHED WORK

A. Replace luminaires that have failed at Substantial Completion.

END OF SECTION 260575

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes various types of receptacles, connectors, switches and finish plates.

1.03 SUBMITTALS

- A. Submit the following according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product data for each product specified.
- C. Samples of devices and device plates for color selection and evaluation of technical features.
- D. Operation and maintenance data for materials and products specified in this Section to include in the "Operating and Maintenance Manual" specified in Division 01.

1.04 QUALITY ASSURANCE

- A. Comply with NFPA 70 "National Electrical Code" for devices and installation.
- B. Listing and Labeling: Provide products that are listed and labeled for their applications and installation conditions and for the environments in which installed.
 - 1. The Terms "Listed" and "Labeled": As defined in the "National Electrical Code," Article 100.

1.05 COORDINATION

A. Wiring Devices for Owner Furnished Equipment: Match devices to plug connectors for Owner-furnished equipment. Verify type, configuration, etc. prior to providing devices. Include all such costs in bid submission.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Wiring Devices
 - a. General Electric Company
 - b. Hubbell Inc.
 - c. Leviton Manufacturing Company, Inc.
 - d. Pass & Seymour/Legrand
 - 2. Wiring Devices for Hazardous (Classified) Locations
 - a. Crouse-Hinds Electrical Construction
 - b. Killark Electrical Manufacturing. Company
 - c. Pyle-National Company

2.02 WIRING DEVICES

- A. General:
 - 1. All devices shall be Decora style
 - 2. Colors for all devices shall be as selected by Architect from manufacturer's full range
- B. Comply with NEMA Standard WD 1, "General Purpose Wiring Devices."
- C. Enclosures: NEMA 1 equivalent, except as otherwise indicated.
- D. Vacancy Sensor Switches: Watt Stopper CS-50 or approved equal
- D. Receptacles, Specification grade. Straight-Blade, Special Features: Comply with the basic requirements specified above for straight-blade receptacles of the class and type indicted, and with the following additional requirements:
 - 1. Ground-Fault Circuit Interrupter (GFCI) Receptacles: UL Standard 943, "Ground Fault Circuit Interrupters," feed-through type, with integral NEMA 5-20R duplex receptacle arranged to protect connected downstream receptacles on the same circuit. Design units for installation in a 2-3/4-inch deep outlet box without an adapter.
- E. Rocker Switches: Specification grade. Quiet-type AC switches, NRTL listed and labeled as complying with UL Standard 20 "General Use Rocker Switches," and with Federal Specification W-S-896. Where indicated with pilot light provide illuminated handle switch where handle illuminates when load is activated.

- F. Receptacles: NEMA 5-20R Specification grade receptacle. NRTL listed and labeled as complying with UL Standard and with Federal Specifications. Where indicated as "WP" provide Red-Dot code keeper flip cover suitable for wet locations when in use.
- G. Wall Plates: Single and combination types that mate and match with corresponding wiring devices. Features include the following:
 - 1. Color: Matches wiring device except as otherwise indicated.
 - 2. Plate-Securing Screws: Metal with heads colored to match plate finish.
 - 3. Material for Finished Spaces: Steel with smooth finish, baked enamel, except as otherwise indicated.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install devices and assemblies plumb and secure.
- B. Install wall plates when painting is complete.
- C. Arrangement of Devices: Except as otherwise indicated, mount flush, with long dimension vertical, and grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.
- D. Protect devices and assemblies during painting.
- E. Do not connect switches in the neutral conductor. Install switches indicated by "S" with subletter to control the outlets indicated. However, if subletter is omitted, install switches to control lighting in the room or area. If there is only one switch indicated in the room, install the switch to control all lighting in the room even though they are not indicated by subletter. If two switches are shown in a room at the same location with no subletter, install each switch to control half the lamps in each fixture even though there is no subletter. For fixtures with 3 lamps one switch shall control the two outer lamps and the second shall control the inner lamp.
- F. Wall plates for devices in flush boxes, unless specified otherwise, shall be .040" thick beveled edge satin finish plates, single or multi-gang as required by the outlet. Plates for FS or FD type boxes shall be zinc or cadmium plated sheet steel, specially designed to fit the type outlet box. Blank plates shall be furnished and installed on all empty, blanked or unused outlets.
- G. Install occupancy sensors on pendant-mounted boxes with seismic bracing to the ceiling slab. Install sensors so that the bottom of the sensor is below the bottom

- of the fixtures that it controls. Provide extension rings and covers to conceal and isolate the low voltage wiring and components.
- H. Provide UL listed wet location covers "while in use" for all switching and receptacles located outdoors.
- I. Soft wired Switches and/or photocells shall be mounted in the spaces as indicated on the Reflected Ceiling Plans. Each low voltage wire shall be labeled clearly indicating which relay panel it connects to. Use only properly color coded, stranded #18 AWG (or larger) wire as indicated on the drawings. All relays and switches shall be tested after installation to confirm proper operation and the loads recorded on the directory card in each panel.
- J. The relay panels shall be mounted in electrical closets as indicated on the drawings. The numbered relays in the panel shall be wired to control the power to each load as indicated on the Panel Wiring Schedules included in the drawings. All power wiring will be identified with the circuit breaker number controlling the load. If multiple circuit breaker panels are feeding into a relay panel, wires shall clearly indicate the originating panel's designation.
- K. Manufacturer shall provide a factory-authorized technician to confirm proper installation and operation of all system components.

3.02 IDENTIFICATION

- A. Comply with Division 16 Electrical Identification.
 - 1. Switches: Where 3 or more switches are ganged, and elsewhere where indicated, identify each switch with approved legend engraved on wall plate.
 - 2. Receptacles: Identify the panelboard and circuit number from which served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of plate and durable wire markers or tags within outlet boxes.

3.03 GROUNDING

A. Isolated Ground Receptacles: Connect to isolated grounding conductor routed to designated isolated equipment ground terminal of electrical system.

3.04 FIELD QUALITY CONTROL

- A. Testing: Test wiring devices for proper polarity and ground continuity. Operate each operable device at least 6 times.
- B. Test ground-fault circuit interrupter operation with both local and remote fault simulations according to manufacturer recommendations.

C. Replace damaged or defective components.

3.05 CLEANING

A. General: Internally clean devices, device outlet boxes and enclosures. Replace stained or improperly painted wall plates or devices.

END OF SECTION